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A.1 [EXECUTIVE SUMMARY LETTER - RFP]

April 12, 2000

Request For Proposal (RFP) No. DE-RP26-00NT40768 for "TECHNOLOGY FOR REAL-TIME MEASUREMENT OF AIRBORNE AND SURFACE BERYLLIUM"

Prospective Offerors:

The purpose of this Executive Summary Letter is to highlight salient elements of the RFP. This letter is not an integral part of the RFP which is a self-contained document. In the event of any conflict between the contents of this Executive Summary Letter and that of the RFP, the RFP language will prevail.

The National Energy Technology Laboratory (NETL) is soliciting offers for the development and field testing of a real-time monitor(s) for near-instantaneous detection and measurement of both airborne and surface beryllium contamination. The Government requirements are detailed in the Statement of Work contained in Section J, Attachment A.

Each offer will be objectively reviewed on its own merit against the evaluation criteria stated in the RFP using technical, scientific and/or peer reviewers, some of whom may be non-Governmental personnel. Should an offeror object to review of their proposals by individuals other than Government employees it shall so state in Volume I of its proposal. Offerors are, however, cautioned that the DOE may be unable to give full consideration to proposals which indicate that only Government evaluation is authorized.

Individuals, corporations, nonprofit organizations, small and small disadvantaged businesses, educational institutions, and state or local governments or other entities who wish to have a proposal evaluated should respond to the requirements of this RFP. Federal agencies and agents (i.e., Management and Operating (M&O) contractors and/or National Laboratories) are prohibited from participating at any level in proposals submitted in response to this solicitation.

It is believed that specialized expertise related to development of both air and surface monitoring may not exist within a single organization, therefore Offerors are encouraged to consider teaming arrangements for the development of this technology.

The DOE anticipates award of one cost reimbursement type contract, but the DOE reserves the right to award the contract type and number deemed in its best interest.

It is anticipated that this effort would be completed within an estimated period of performance of between 12 to 15 months. However, this does not preclude consideration of longer or shorter projects.

The Government does not anticipate providing any facilities or property for accomplishing this effort. Offerors are encouraged to propose utilization of existing facilities and to make allowances for providing all necessary personnel, facilities, equipment and materials to complete proposed projects.

Proposals must be submitted in accordance with the requirements of the RFP (See Section L). Offerors are also advised to give particular attention to the evaluation criteria identified in Part V, Section M. Each of the required proposal parts should be bound separately and clearly labeled. The proposals must be received by the Contract Specialist not later than 4:00 p.m. local prevailing time on **May 31, 2000**, at the address below:

U.S. Department of Energy
National Energy Technology Laboratory-Morgantown Site
ATTN: D. Denise Riggi
3610 Collins Ferry Road
Morgantown, WV 26507-0880

Proposals must authorize a period for acceptance by the Government of not less than one hundred eighty (180) calendar days from the date specified for receipt of proposals. Further, you are cautioned that late proposals, modifications, and withdrawals will be treated in accordance with the article in Section L entitled "Instructions to Offerors - Competitive Acquisition."

Please complete and return the enclosed Intention to Propose form at the earliest practicable date. The Intention to Propose form is contained not only in this file, but in a separate Word Perfect (W.P.) 6.1 file entitled "intent.pro"; this should aid in printing the document. All files are formatted for printing on a postscript type printer.

All requests for explanation or interpretation of any part of the RFP shall be submitted in writing to the Contract Specialist at the aforementioned address. Your written questions must be received by the Contract Specialist within 10 (ten) calendar days after the issuance of the solicitation. The Government reserves the right not to respond to questions submitted after this date, nor to respond to questions submitted by telephone or in person at any time.

All amendments will be posted on the NETL Homepage at "<http://www.netl.doe.gov/business/solicit/>"; therefore, offerors are encouraged to periodically check the NETL Homepage to ascertain the status of any amendments as hard copies will not be distributed.

For your information, it is recommended that all prospective offerors download a copy of the DOE "Lobbying Brochure" (<http://www.pr.doe.gov/lobbying.html>) which provides a summary of the statutory and regulatory restrictions regarding lobbying activities for Federal contractors and recipients.

Please note that an automated document writing system has been used to prepare this document. Each provision in the data base has been assigned a number. Not all of the provisions in the data base have been used in this document; therefore, the numbering may not be continuous.

All communications concerning this RFP should cite the RFP number and be directed in writing to the attention of the Contract Specialist via mail at the letterhead address, via fax at (304) 285-4683, or via E-mail at: driggi@NETL.doe.gov.

Sincerely,

Original Signed by [D. Denise Riggi]

D. Denise Riggi
Contract Specialist
Acquisition and Assistance Division

Enclosure

A.2 INTENTION TO PROPOSE (DEC 1999)

SOLICITATION NUMBER: DE-RP26-00NT40768

**“TECHNOLOGY FOR REAL-TIME MEASUREMENT OF AIRBORNE
AND SURFACE BERYLLIUM”**

WE _____ DO _____ DO NOT INTEND TO SUBMIT A PROPOSAL.

NAME AND ADDRESS OF FIRM OR ORGANIZATION (INCLUDING ZIP CODE)

AUTHORIZED SIGNATURE (Optional for E-Mail Responses)

TYPED OR PRINTED NAME AND TITLE

DATE

TELEPHONE NO.

FACSIMILE NO.

E-MAIL ADDRESS

Please return this form to:

MAIL TO: U.S. Department of Energy
National Energy Technology Laboratory
ATTN: D. Denise Riggi
P.O. Box 880
Morgantown, WV 26507-0880

VIA FACSIMILE: (304) 285-4683

VIA E-MAIL: driggi@netl.doe.gov

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ►		RATING		PAGE OF 1 73 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. DE-RP26-00NT40768		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/12/00	
7. ISSUED BY U.S. Department of Energy, National Energy Technology Laboratory P.O. Box 880, 3610 Collins Ferry Road Morgantown, WV 26507-0880		CODE		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date).

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ►	A. NAME D. Denise Riggi	B. TELEPHONE NO. (NO COLLECT CALLS)			C. E-MAIL ADDRESS driggi@NETL.doe.gov
		AREA CODE (304)	NUMBER 285-4241	EXT.	

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III — LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ►		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE — ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
AREA CODE	NUMBER	EXT.		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ►	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT — Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ITEMS BEING ACQUIRED (BASE CONTRACT WITH PHASE) (MAR 1999)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the following items of work:

BASE PROGRAM (TASKS 1 - 4)

Research entitled "**TECHNOLOGY FOR REAL-TIME MEASUREMENT OF AIRBORNE AND SURFACE BERYLLIUM**" in accordance with Part III, Section J, Attachment A, Statement of Work, Tasks 1 through 4.

Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist" associated with Item 1 above. (Not separately priced - included in price of Item 1)

NOTICE: NO WORK UNDER THIS CONTRACT SHALL BE AUTHORIZED BEYOND THE BASE PROGRAM WITHOUT THE SPECIFIC WRITTEN AUTHORIZATION OF THE CONTRACTING OFFICER.

OPTIONAL TASK 5

Fabrication of Additional Units, in accordance with Part III, Section J, Attachment A, Statement of Work, Task 5.

Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist". (Not separately priced.)

B.2 ESTIMATED COST AND FIXED FEE (PHASE 1 AND PHASE 2)

BASE PROGRAM - TASKS 1-4

The total estimated cost plus fixed fee for the work to be accomplished under this contract is:

Total Estimated Cost ----- \$[TBD]

Fixed Fee ----- \$[TBD]

Total Estimated Cost Plus Fixed Fee ----- \$[TBD]

OPTIONAL TASK 5

Should the Government decide to exercise Optional Task 5 identified in the Statement of Work, Part III, Section J, Attachment A, the estimated cost and fixed fee will be increased by the following amount:

Total Estimated Cost ----- \$[TBD]

Fixed Fee ----- \$[TBD]

Total Estimated Cost Plus Fixed Fee ----- \$[TBD]

B.3 Option (NOV 1997)

The Government may elect to require the contractor to perform the option identified in the Statement of Work, Part III, Section J, Attachment A. The Contracting Officer may unilaterally issue a contract modification to exercise this option not later than thirty (30) calendar days before this contract is due to expire. The cost plus fixed fee of this contract will be increased by the amounts identified in Section B for the option. The period of performance for the option shall be extended in accordance with Part I, Section F.

B.4 LIMITATION OF FUNDS -- COST PLUS FIXED FEE (JUNE 1998)

Pursuant to FAR 52.132-22, "Limitation of Funds," total funds in the amount of \$[TBD] are obligated herewith and made available for payment of allowable costs and fixed fee to be incurred from the effective date of this contract through the period estimated to end [TBD].

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK (NOV 1997)

The Statement of Work is located in Part III -- Section J, Attachment A to this contract.

C.2 REPORTS (MAY 1998)

Reports shall be prepared and submitted in accordance with the reporting requirements described in Part III -- Section J, Attachment B.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (FEB 1999)

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

Except for those reports required by the Reporting Requirements Checklist of the contract, which are coded by A (As required) where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer except for those reports coded A.

D.2 MARKING (JAN 1999)

Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION (NOV 1997)

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative.

E.2 ACCEPTANCE (MAR 1999)

Final acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer.

E.3 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT-- COST-REIMBURSEMENT. (APR 1984)

(a) Definitions.

"Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Work," as used in this clause, includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or its subcontractors engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise provided in the contract, the Government shall accept work as promptly as practicable after delivery, and work shall be deemed accepted 90 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of all of the end items (other than designs, drawings, or reports) to be delivered under the contract, the Government may require the Contractor to replace or correct work not meeting contract requirements. Time devoted to the replacement or correction of such work shall not be included in the computation of the above time period. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be determined as specified in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance work required to be replaced or corrected without disclosing the former

requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

- (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or make an equitable reduction in any fixed fee paid or payable under the contract;

- (ii) Require delivery of any undelivered articles and shall have the right to make an equitable reduction in any fixed fee paid or payable under the contract; or

- (iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged the Contractor or to the reduction in fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause shall apply in the same manner to a corrected or replacement end item or components as to work originally delivered.

(j) The Contractor has no obligation or liability under the contract to correct or replace articles not meeting contract requirements at time of delivery, except as provided in this clause or as may otherwise be specified in the contract.

(k) Unless otherwise provided in the contract, the Contractor's obligations to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE (BASE CONTRACT WITH OPTION(S)) (SEPT 1999)

BASE PROGRAM

The work to be performed under the Base Contract (Reference Part I, Section, B) shall commence on the effective date of the contract and shall continue for [TBD] months.

NOTE: The government may elect not to exercise the option.

OPTIONAL TASK 5

If the Optional Task 5 is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of [TBD] months from the effective date of the exercised option. This includes time for submission of all reports, review of those reports by DOE, and submission of the approved final report by the Contractor.

F.2 EXERCISE OF OPTION(S) (NOV 1997)

The Department of Energy has included an option to purchase additional quantities of supplies or services and to extend the term of this contract. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the contractor, in writing by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's performance under this contract.

F.3 PRINCIPAL PLACE OF PERFORMANCE (FEB 1998)

The principal place of performance under this contract shall be at the Contractor's facility located in [TBD].

F.4 52.242-15 STOP-WORK ORDER. (AUG 1989) -- ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES (DEC 1999)

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

(a) Technical Correspondence

Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Contracting Officer's Representative, with an information copy of the correspondence to the DOE Contract Specialist.

(b) Property Correspondence

Property correspondence (as used herein, this term includes correspondence which addresses matters which relate to property issues which come under the contract's Government property provisions) shall be addressed to the DOE Property Administrator, with information copies of the correspondence to the DOE Contracting Officer's Representative and the DOE Contract Specialist.

(c) Indirect Rate Correspondence

All correspondence relating to the establishment, revision, and negotiation of billing and final indirect cost rates shall be addressed to the Contracting Officer for Indirect Cost Rate Management, with information copies of the correspondence to the DOE Contract Specialist.

(d) Correspondence on Patent or Technical Data Issues

Correspondence concerning patent or technical data issues shall be addressed to the Office of Intellectual Property Law, U.S. Department of Energy, Chicago Operations Office, 9800 South Cass Avenue, Building 201, Argonne, IL 60439

Information copies of correspondence being sent to the Intellectual Property Law Division shall also be sent to the NETL Patent Attorney, the DOE Contract Specialist, and the Contracting Officer's Representative.

(e) Other Correspondence

All other correspondence shall be addressed to the DOE Contract Specialist with information copies of the correspondence to the DOE Contracting Officer's Representative.

(f) Subject Line(s)

All correspondence shall contain a subject line commencing with the contract number, i.e., DE-AC26-99FT[], and identifying the specific contract action requested.

G.2 SUBMISSION OF VOUCHERS/INVOICES (DEC 1999)

(a) Voucher Form (SF 1034)

In requesting reimbursement, contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal), and the NETL Statement of Cost. The Statement of Cost shall be supported by the information contained in Paragraph C of this clause. Acceptable substitutes for the forms (which provide the same necessary information) may be used.

In accordance with FAR 52.232-25, "Prompt Payment," all invoices shall include the following information:

- (1) Name and address of contractor/vendor
- (2) Invoice date
- (3) Contract number or other authorization for delivery of property or service
- (4) Description, price and quantity of property and services actually delivered or rendered
- (5) Shipping and payment terms
- (6) Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
- (7) Name (where practicable), title, phone number and complete mailing address of the person to be notified in the event of a defective invoice.
- (8) Other substantiating documentation or information as required by the contract.

(b) Statement of Cost

The SF 1034 shall be completed so as to make due allowances for the Contractor's cost accounting system. The costs claimed shall be only those recorded costs (including cost sharing) which are authorized for billing by the payment provisions of this contract. If this is a cost-plus-fixed-fee contract, the amount claimed for the fixed fee should be based on a percentage of completion of the work. If this is a cost sharing contract, the "Government Share" must agree with the amount billed on the SF 1034. Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included in the invoice and adequately supported. Indirect rates claimed shall be billed in accordance with the "Allowable Cost and Payment Clause". The Certification (block 11) must be signed by a responsible official of the Contractor.

(c) Supporting Documentation

Direct costs (e.g. labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g. program manager, senior engineer, technician, etc.) the hourly rate, and the labor cost per category; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of trip; and supplies should be categorized by the nature of the items (e.g. office, lab, computer, etc.) and the dollar amount per category.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approve a change in the billing rates, include a copy of the approval.

(d) Submission of Voucher

Submit one copy of the original voucher including the certified Statement of Cost and Supporting Documentation to the following payment office:

U. S. Department of Energy
Oak Ridge Financial Services Center
P. O. Box 4787
Oak Ridge, TN 37831

In addition, submit two copies of the voucher including the certified Statement of Cost and Supporting Documentation to the following address:

U. S. Department of Energy
National Energy Technology Laboratory
ATTN: Accounts Payable, MS A10
P.O. Box 880
Morgantown, WV 26507-0880

(e) Billing Period

Vouchers shall be submitted no more frequently than monthly (unless prior written consent of the Contracting Officer for more frequent billing is obtained). The period of performance covered by vouchers should be the same as covered by any required monthly technical progress reports and/or monthly cost reports.

(f) Payment Method

In accordance with Mandatory Information for Electronic Funds Transfer Payment, payment under this contract will be made utilizing the Automated Clearing House (ACH) network. The payment system is specifically referred to as "Vendor Express."

(g) Defective Invoices

Invoices that are determined to be defective, and therefore not suitable for payment, shall be returned to the Contractor as soon as practicable, specifying the reason(s) why the invoice is not proper.

G.3 NOTICE OF INVOICE PROCESSING BY SUPPORT CONTRACTOR (DEC 1999)

A support service contractor performs the function of processing of all invoices submitted to the National Energy Technology Laboratory, against its awards. Therefore, this contractor has access to your business confidential cost/rate information. A special provision in this contractor's award requires the confidential treatment by all contractor employees of any and all business confidential information of other contractors and financial assistance recipients to which they have access.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONSECUTIVE NUMBERING (JAN 1999)

Due to automated procedures employed in formulating this document, clauses and provisions contained within it may not always be consecutively numbered.

H.2 TECHNICAL DIRECTION (JUNE 1998)

- (a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, required pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
 - (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
 - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or
 - (2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes - Alternate I".

H.3 MODIFICATION AUTHORITY (NOV 1997)

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

H.4 GOVERNMENT PROPERTY AND DATA (JAN 1999)

- (a) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office equipment), furniture, fixtures or other personal property items.

- (b) Acquisition Authorization Requirements

- (1) In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract such items on the "List of Government Property -- Contractor Acquired" (Part III -- Section J, Attachment C) to this contract.
 - (2) The Contractor may request authorization for acquisition of additional items from the Contracting Officer. Any such request shall include an analysis of the most economical method of acquisition (e.g., lease versus purchase) and shall describe the material equity arising from any proposed lease arrangement, such as option credits.
 - (3) Any changes in the acquisition authorization shall be reflected in a modification to this contract which revises the "List of Government Property -- Contractor Acquired" (Part III -- Section J, Attachment C) to this contract.
 - (4) Authorization to acquire does not constitute consent to the placement of a subcontract.

- (c) Government-Furnished Property and Data

Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in the "List of Government-Furnished Property" (Part III -- Section J, Attachment C) to the contract, shall be furnished.

- (d) Reporting Requirements

The reports required shall be submitted in accordance with 48 CFR 945 and the reporting requirements set forth in Part III, Section J, Attachment B.

The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not listed on the attachments referenced above.

H.5 KEY PERSONNEL/PROGRAM MANAGER (MAR 1998)

The key personnel, which includes the Program Manager, specified below, are considered to be essential to the work being performed under this award; moreover, any changes to these personnel require prior DOE Contracting Officer's written approval.

The Program Manager shall serve as the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DOE Contracting Officer's Representative may issue within the terms and conditions of the contract.

The following is a list of key personnel that have been approved for this contract:

<u>Name</u>	<u>Title</u>
[TBD]	[TBD]

Prior to diverting any of the specified individuals, the Contractor shall notify the Contracting Officer not less than thirty (30) calendar days prior to the diversion or substitution of key personnel and shall submit a written justification (including qualifications of proposed substitutions) to permit evaluation. The proposed changes will be approved in writing at the sole discretion of the Contracting Officer, with concurrence of the Contracting Officer's Representative.

H.6 TRAVEL AND PER DIEM COSTS (FEB 1998)

Costs incurred by contractor personnel for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered to be reasonable and allowable only to the extent that they do not exceed the rates and amounts set by Subchapter I of Chapter 57 of Title 5, United States Code, or by the Administrator of General Services or the President (or his designee) pursuant to any revision of such subchapter; and are allowable pursuant to the "Allowable Cost and Payment" clause, FAR 52.216-7.

Foreign travel shall be subject to DEAR 952.247-70.

H.7 PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTS/CONSULTANTS (OCT 1998)

The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract, including consultants, for which advance notification is required under FAR 52.244-2, "Subcontracts".

Any request for subcontract/consultant approval shall include the elements prescribed by FAR 52.244-2, including subcontractor/consultant Representations and Certifications. For consultants the Contractor will obtain and furnish information supporting the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultants to others for performing consulting services of a similar nature.

Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts and/or consultants shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

The Contractor is hereby given consent to the placement of the following subcontractors, which were evaluated during negotiations:

[TBD]

Notwithstanding this consent, the Contractor shall ensure compliance with FAR 52.244-2. Also, since these subcontracts and/or consultants have as a purpose the conduct of research, development and demonstration work, they must additionally contain all applicable flow-down clauses contained in Part II, Section I.

H.8 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (JUNE 1998)

The Representations, Certifications and Other Statements of the Offeror for this contract are hereby incorporated by reference.

H.9 INDIRECT COSTS (NOV 1997)

Pending establishment of final indirect cost rates for any period, billing and reimbursement of indirect costs shall be made on the basis of provisional rates recommended by the cognizant Government auditor. When a rate change occurs, and after it has been audited and approved by the cognizant Government auditor, the contractor shall inform the Contracting Officer by letter of the indirect rate change. This notification shall include a copy of the cognizant auditor's approval and the cost impact of the rate change on the program.

H.10 GUARANTEED FINAL REPORT (NOV 1997)

Notwithstanding the applicable cost principles of the Federal Acquisition Regulation (FAR) and the DOE Acquisition Regulation (DEAR) in effect on the date of this contract, and as authorized by Paragraph (a) of the clause of this contract entitled "Allowable Cost and Payment," the contractor agrees to manage this contract in such a manner so as to guarantee to the Government the delivery of an acceptable Final Report. It is the contractor's responsibility to ensure at all times that adequate funds remain to cover all allowable costs necessary for the preparation and delivery of the acceptable Final Report. All costs incurred by the contractor during preparation and delivery of the acceptable Final Report that are in excess of the funds remaining in the contract shall be borne by the contractor.

H.11 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS (FEB 1998)

In performing work under this contract, the Contractor shall comply with all relevant federal, state, and local statutes, ordinances, laws, and regulations.

H.12 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) -- PRIOR APPROVALS (JAN 2000)

The National Environmental Policy Act of 1969 (NEPA) requires that all Federal agencies consider the impacts of their projects on the human environment. As part of the DOE's NEPA requirements, the Contractor shall be required to supply to the DOE certain environmental information. DOE funds may only be expended by the Contractor on [INSERT ACTIVITIES THAT CAN BE PERFORMED UNTIL THE NEPA DOCUMENT IS SIGNED, i.e., preliminary designs or drawings] activities, until DOE notifies the Contractor that all NEPA requirements have been satisfied.

H.13 CONTRACTOR PRESS RELEASES (APR 1998)

The DOE policy and procedure on news releases requires that all Contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned press releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.14 PERMITS AND LICENSES (JAN 1999)

Within sixty (60) days of award, the Contractor shall submit to the DOE Contracting Officer Representative (COR) a list of ES&H approvals that, in the Contractor's opinion, shall be required to complete the work under this award. This list shall include the topic of the approval being sought, the approving authority, and the expected submit/approval schedule. The COR shall be notified as specific items are added or removed from the list and processed through their approval cycles.

The Contractor agrees to include this clause in their first-tier subcontracts and agrees to enforce the terms of this clause.

H.15 QUALITY ASSURANCE/QUALITY CONTROL (JUNE 1998)

The Contractor shall implement the DOE work using Quality Assurance/Quality Control measures as appropriate to:

- (a) Achieve accuracy, precision, and reproducibility of data adequate to fulfill the objectives of the work to be performed under this award;
- (b) Control experimental operations using accepted technical standards, instruction, and other appropriate means commensurate with the complexity and the risk of the work;
- (c) Identify, control and maintain components, equipment, facilities, hardware and materials;
- (d) Control handling, storage, shipping. Cleaning and preservation to prevent damage, loss or deterioration;
- (e) Control calibration, maintenance, accountability, and use of measuring and testing equipment used for monitoring and data collection;
- (f) Ensure that designs use sound engineering/scientific principles and appropriate standards and demonstrate that equipment and processes performed as intended;
- (g) Ensure that purchased items and services meet established specifications and requirements;
- (h) Incorporate inspections as appropriate;
- (i) Continually improve the quality of the work done for DOE through the improvement of work practices guided by internal performance assessment.

H.16 SAFETY & HEALTH AND ENVIRONMENTAL PROTECTION (JUNE 1998)

- (a) The Contractor shall implement the DOE work in accordance with all applicable Federal, State and local law as, including codes, ordinances and regulations, covering safety, health and environmental protection.
- (b) The Contractor agrees to include paragraph (a) of this clause in first-tier subcontracts and agrees to enforce the terms of this clause.

H.17 YEAR 2000 COMPLIANCE (APR 1998)

Year 2000 compliant means, with respect to information technology, the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology being acquired, properly exchanges date/time data with it.

The contractor assures, by acceptance of this award, that any items delivered under this contract are year 2000 compliant.

H.18 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 2000) (DEC 1999)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

A copy of the DOE "Lobbying Brochure" which provides a summary of the statutory and regulatory restrictions regarding lobbying activities for Federal contractors can be found at (<http://www.pr.doe.gov/lobbying.html>)

H.19 Contractor Licensing (APR 1998)

(a) Limited Rights Data Or Restricted Computer Software

Except as may be otherwise specified in this contract as data not subject to this paragraph, the contractor agrees that upon written application by DOE, it will grant to the Government for purposes of practicing [], by or for the Government for the purpose of remediation or decontamination of chemically contaminated or radioactive sites, a nonexclusive license in any limited rights data or restricted computer software on terms and conditions reasonable under the circumstances including appropriate provisions for confidentiality; provided, however, the contractor shall not be obligated to license any such data or software if the contractor demonstrates to the satisfaction of the Director of Environmental and Waste Management or designee that such data are being supplied by the contractor or its licensees in sufficient quantity and at reasonable prices to satisfy DOE needs, or the contractor or its licensees have taken effective steps to so supply such data in the form of results obtained by its use.

(b) Background Patents

"Background Patent" means a domestic patent covering an invention or discovery which is not a subject invention and which is owned or controlled by the contractor at any time through the completion of this contract, infringement of which cannot reasonably be avoided upon the practice of any specific process, method, machine, manufacture or composition of matter (including relatively minor modifications thereof) which is a subject of the research, development, or demonstration work performed under this contract.

The contractor agrees that upon written application by DOE, it will grant to the Government for purposes of practicing [TBD] by or for the Government for the purpose of remediation or decontamination of chemically contaminated or radioactive sites, nonexclusive license(s) under any background patent on terms that are reasonable under the circumstances. If, however, the contractor believes that exclusive or partially exclusive rights are necessary to achieve expeditious commercial development or utilization, then a request may be made to the Director of Environmental and Waste Management or designee for approval of such licensing by the contractor. Notwithstanding the foregoing, the contractor shall not be obligated to license any background patent if the contractor demonstrates to the satisfaction of the Director of Environmental Restoration and Waste Management or designee that the contractor or its licensees are supplying the subject matter covered by said background patent in sufficient quantity and at reasonable prices to satisfy DOE needs, or have taken effective steps or within a reasonable time are expected to take effective steps to so supply the subject matter.

(c) Licensing Intellectual Property for Performing the Contract

The contractor also agrees and does hereby grant to the Government a royalty-free, non-exclusive license under any background patent or to any limited rights or restricted computer software for purposes of practicing a subject of this contract by or for the Government in research, development, or demonstration under this contract.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations (Clauses starting with 52): <http://www.arnet.gov/far/index.html>
 Department of Energy Regulations (Clauses starting with 952): <http://www.pr.doe.gov/dear.html>

<u>I.2 52.202-1</u>	<u>DEFINITIONS.</u>	<u>OCT 1995</u>
<u>I.3 952.202-1</u>	<u>DEFINITIONS.</u>	
<u>I.4 52.203-3</u>	<u>GRATUITIES.</u>	<u>APR 1984</u>
<u>I.5 52.203-5</u>	<u>COVENANT AGAINST CONTINGENT FEES.</u>	<u>APR 1984</u>
<u>I.6 52.203-6</u>	<u>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT.</u>	<u>JUL 1995</u>
<u>I.7 52.203-7</u>	<u>ANTI-KICKBACK PROCEDURES.</u>	<u>JUL 1995</u>
<u>I.8 52.203-8</u>	<u>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR</u>	
<u>ILLEGAL</u>	<u>OR IMPROPER ACTIVITY.</u>	<u>JAN 1997</u>
<u>I.9 52.203-10</u>	<u>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY.</u>	<u>JAN 1997</u>
<u>I.10 52.203-12</u>	<u>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL</u>	
	<u>TRANSACTIONS.</u>	<u>JUN 1997</u>
<u>I.11 52.204-4</u>	<u>PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER.</u>	<u>JUN 1996</u>
<u>I.12 952.208-70</u>	<u>PRINTING.</u>	<u>APR 1984</u>
<u>I.13 52.209-6</u>	<u>PROTECTING THE GOVERNMENTS INTEREST WHEN</u>	
<u>SUBCONTRACTING</u>	<u>WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR</u>	
	<u>DEBARMENT.</u>	<u>JUL 1995</u>
<u>I.14 52.215-2</u>	<u>AUDIT AND RECORDS - NEGOTIATION.</u>	<u>JUN 1999</u>
<u>I.15 52.215-2</u>	<u>AUDIT AND RECORDS - NEGOTIATION. (JUN 1999) -- ALTERNATE II</u>	<u>APR 1998</u>
<u>I.16 52.215-8</u>	<u>ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT.</u>	<u>OCT 1997</u>
<u>I.17 52.215-14</u>	<u>INTEGRITY OF UNIT PRICES.</u>	<u>OCT 1997</u>
<u>I.18 52.215-16</u>	<u>FACILITIES CAPITAL COST OF MONEY.</u>	<u>OCT 1997</u>
<u>I.19 52.215-17</u>	<u>WAIVER OF FACILITIES CAPITAL COST OF MONEY.</u>	<u>OCT 1997</u>
<u>I.20 52.216-7</u>	<u>ALLOWABLE COST AND PAYMENT.</u>	<u>APR 1998</u>
<u>I.21 952.216-7</u>	<u>ALLOWABLE COST AND PAYMENT.</u>	
<u>I.22 52.216-8</u>	<u>FIXED FEE.</u>	<u>MAR 1997</u>
<u>I.23 52.216-15</u>	<u>PREDETERMINED INDIRECT COST RATES.</u>	<u>APR 1998</u>
<u>I.24 52.219-4</u>	<u>NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL</u>	
	<u>BUSINESS CONCERNS.</u>	<u>JAN 1999</u>
<u>I.25 52.219-8</u>	<u>UTILIZATION OF SMALL BUSINESS CONCERNS.</u>	<u>OCT 1999</u>
<u>I.26 52.219-23</u>	<u>NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL</u>	
	<u>DISADVANTAGED BUSINESS CONCERNS.</u>	<u>OCT 1999</u>
<u>I.27 52.222-2</u>	<u>PAYMENT FOR OVERTIME PREMIUMS.</u>	<u>JUL 1990</u>
<u>I.28 52.222-3</u>	<u>CONVICT LABOR.</u>	<u>AUG 1996</u>
<u>I.29 52.222-21</u>	<u>PROHIBITION OF SEGREGATED FACILITIES.</u>	<u>FEB 1999</u>

<u>I.30 52.222-26</u>	<u>EQUAL OPPORTUNITY.</u>	<u>FEB 1999</u>
<u>I.31 52.222-35</u>	<u>AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS</u>	
	<u>OF THE VIETNAM ERA.</u>	<u>APR 1998</u>
<u>I.32 52.222-36</u>	<u>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES.</u>	
		<u>JUN 1998</u>
<u>I.33 52.222-37</u>	<u>EMPLOYMENT REPORTS ON DISABLED VETERANS AND</u>	
	<u>VETERANS OF THE VIETNAM ERA.</u>	<u>JAN 1999</u>
<u>I.34 52.223-2</u>	<u>CLEAN AIR AND WATER.</u>	<u>APR 1984</u>
<u>I.35 52.223-6</u>	<u>DRUG-FREE WORKPLACE.</u>	<u>JAN 1997</u>
<u>I.36 52.223-14</u>	<u>TOXIC CHEMICAL RELEASE REPORTING.</u>	<u>OCT 1996</u>
<u>I.37 952.224-70</u>	<u>PAPERWORK REDUCTION ACT.</u>	<u>APR 1994</u>
<u>I.38 52.225-11</u>	<u>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.</u>	<u>AUG 1998</u>
<u>I.39 52.227-1</u>	<u>AUTHORIZATION AND CONSENT. (JUL 1995) -- ALTERNATE I</u>	
		<u>APR 1984</u>
<u>I.40 52.227-2</u>	<u>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT</u>	
	<u>INFRINGEMENT.</u>	<u>AUG 1996</u>
<u>I.41 952.227-11</u>	<u>PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT</u>	
	<u>FORM).</u>	<u>FEB 1995</u>
<u>I.42 952.227-13</u>	<u>PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT.</u>	
		<u>SEP 1997</u>
<u>I.43 52.227-14</u>	<u>RIGHTS IN DATA (JUN 1987) WITH ALTERNATE II, III, and V (JUN 1987)</u>	
	<u>AS AMENDED BY DEAR 927.409</u>	<u>JAN 1999</u>
<u>I.44 52.227-16</u>	<u>ADDITIONAL DATA REQUIREMENTS.</u>	<u>JUN 1987</u>
<u>I.45 52.227-23</u>	<u>RIGHTS TO PROPOSAL DATA (TECHNICAL).</u>	<u>JUN 1987</u>
<u>I.46 52.228-7</u>	<u>INSURANCE - LIABILITY TO THIRD PERSONS.</u>	<u>MAR 1996</u>
<u>I.47 52.232-17</u>	<u>INTEREST.</u>	<u>JUN 1996</u>
<u>I.48 52.232-20</u>	<u>LIMITATION OF COST.</u>	<u>APR 1984</u>
<u>I.49 52.232-22</u>	<u>LIMITATION OF FUNDS.</u>	<u>APR 1984</u>
<u>I.50 52.232-23</u>	<u>ASSIGNMENT OF CLAIMS.</u>	<u>JAN 1986</u>
<u>I.51 52.232-25</u>	<u>PROMPT PAYMENT.</u>	<u>JUN 1997</u>
<u>I.52 52.232-33</u>	<u>PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL</u>	
	<u>CONTRACTOR REGISTRATION.</u>	<u>MAY 1999</u>
<u>I.53 52.233-1</u>	<u>DISPUTES. (OCT 1995) -- ALTERNATE I</u>	<u>DEC 1991</u>
<u>I.54 52.233-3</u>	<u>PROTEST AFTER AWARD. (AUG 1996) -- ALTERNATE I</u>	<u>JUN 1985</u>
<u>I.55 952.235-70</u>	<u>KEY PERSONNEL.</u>	<u>APR 1994</u>
<u>I.56 52.242-1</u>	<u>NOTICE OF INTENT TO DISALLOW COSTS.</u>	<u>APR 1984</u>
<u>I.57 52.242-4</u>	<u>CERTIFICATION OF FINAL INDIRECT COSTS.</u>	<u>JAN 1997</u>
<u>I.58 52.242-13</u>	<u>BANKRUPTCY.</u>	<u>JUL 1995</u>
<u>I.59 52.243-2</u>	<u>CHANGES - COST-REIMBURSEMENT. (AUG 1987) -- ALTERNATE V</u>	
		<u>APR 1984</u>
<u>I.60 52.244-2</u>	<u>SUBCONTRACTS. (AUG 1998) -- ALTERNATE II</u>	<u>AUG 1998</u>
<u>I.61 52.244-5</u>	<u>COMPETITION IN SUBCONTRACTING.</u>	<u>DEC 1996</u>
<u>I.62 52.244-6</u>	<u>SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL</u>	
	<u>COMPONENTS.</u>	<u>OCT 1998</u>
<u>I.63 952.245-5</u>	<u>GOVERNMENT PROPERTY COST REIMBURSEMENT, TIME-AND-</u>	
	<u>MATERIALS, OR LABOR-HOUR CONTRACTS.</u>	
<u>I.64 52.246-25</u>	<u>LIMITATION OF LIABILITY--SERVICES.</u>	<u>FEB 1997</u>
<u>I.65 952.247-70</u>	<u>FOREIGN TRAVEL.</u>	<u>FEB 1997</u>

<u>I.66 52.249-5</u>	<u>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT</u>	
<u>(EDUCATIONAL</u>	<u>AND OTHER NONPROFIT INSTITUTIONS).</u>	<u>SEP 1996</u>
<u>I.67 52.249-6</u>	<u>TERMINATION (COST-REIMBURSEMENT).</u>	<u>SEP 1996</u>
<u>I.68 52.249-14</u>	<u>EXCUSABLE DELAYS.</u>	<u>APR 1984</u>
<u>I.69 952.251-70</u>	<u>CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS.</u>	<u>JUN 1995</u>
<u>I.70 52.253-1</u>	<u>COMPUTER GENERATED FORMS.</u>	<u>JAN 1991</u>

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (MAR 1999)

ATTACHMENT	DESCRIPTION	PAGES
A	Statement of Work	23 - 26
	Exhibit I -Background/Performance Specifications	27 - 28
B	Reporting Requirements	29 - 41
C	List of Government Property/Contractor Acquired	42

J.2 ATTACHMENT A - STATEMENT OF WORK (MAR 1999)

STATEMENT OF WORK

TECHNOLOGY FOR REAL-TIME MEASUREMENT OF AIRBORNE AND SURFACE BERYLLIUM DE-RP26-00NT40768

A. OBJECTIVE

The objective is to develop and field-test real-time, field-ready prototype monitor(s) for near-instantaneous detection and measurement of both airborne and surface beryllium contamination.

B. SCOPE

The contractor shall provide all personnel, material, and facilities necessary to develop and field-test real-time, field-ready prototype monitor(s) for near-instantaneous detection and measurement of both airborne and surface beryllium contamination. This capability will allow for more effective free release of property, aid the determination of beryllium-contaminated work areas prior to potential worker exposure, and improve worker safety by providing workers with an 'alarm' function capable of notifying workers when airborne beryllium is present within the work area.

In the Base Program, the project will commence with a design task to determine the optimal configuration for a field-ready beryllium monitor(s) for making airborne and surface measurements. Once the design has been finalized and approved by DOE, the contractor shall fabricate the prototype beryllium monitor(s) and perform checkout testing in their facilities. A calibration shall then be carried out on the monitor(s) to verify its/their performance prior to field testing. Once the monitor(s) has been successfully calibrated, the contractor shall deliver the monitor(s) to a NETL-designated DOE site and assist the site in performing field tests on the monitor(s) in actual beryllium-contaminated DOE facilities. In the Option, the contractor shall fabricate a maximum of twelve (12) additional monitors for use at various DOE sites contaminated with beryllium.

C. TASK DESCRIPTIONS

Base Program - Prototype Monitor(s) Development and Field Testing

Task 1 - Design Fieldable Prototype Monitor(s)

Based on the concept contained in the contractor's proposal and in accordance with the performance specifications contained in Exhibit I to this Statement of Work, the contractor shall design the prototype, field-ready beryllium monitor(s) for optimal performance in making both surface and air measurements. Within 60 days after contract award, the contractor shall prepare and submit to the DOE Contracting Officer's Representative (DOE-COR), a comprehensive draft **Design Report** for review and approval by DOE. This design report shall contain sufficient detail for the DOE/COR to fully assess the feasibility, applicability, and conformance to the end-user specification. The DOE/COR shall provide review comments within 15 days, and the contractor shall incorporate any comments and submit the final Design Report within 15 days.

Task 2 - Fabricate Prototype Monitor(s)

The contractor shall procure all necessary materials and equipment to fabricate the prototype beryllium monitor(s) per the design developed in the previous task into an integrated measurement/monitoring system. The contractor shall ensure optimal integration of subsystems and components, such that the monitor(s) meets all required specifications for safety, reliability, and operability/functionality.

Pre-calibration checkout testing shall be completed before initiating the calibration procedure in the subsequent task. The contractor shall generate and utilize simulated airborne and surface samples to assess monitor performance. The contractor shall analyze all of the data gathered during testing, and if necessary, based on the results, shall refine instrument design(s) to mitigate any operational/performance issues. The data shall be used to perform any software and/or hardware modifications that are needed to allow the monitor(s) to meet/exceed its performance specifications.

Task 3 - Monitor Calibration

The contractor shall conduct calibrations to verify the performance of the monitor(s) prior to field testing. Instrument selectivity should also be assessed by testing the monitor(s) with metals with similar signatures to beryllium. The contractor shall ensure that the calibrations are conducted using traceable standards and that sufficient data is recorded during testing to fully characterize and assess monitor performance.

Task 4 - Field Testing

The contractor shall ship or transport the monitor(s) to a site to be designated by DOE for field testing. The contractor shall then perform field tests per a test protocol that has been approved by DOE. Overall performance of the monitor(s) shall be recorded and analyzed. The contractor shall implement any necessary modifications or reconfigurations to the prototype monitor design(s) indicated by the test results, and retest under the improved configuration to verify achievement of the performance specifications required by the end-user and defined in the Management Plan.

Upon completion of the testing, the contractor shall deliver the working monitor(s) to DOE along with all required documentation, including, but not limited to Operations Manuals, software code listings and Users' Manuals, maintenance procedures, schematic drawings, and OEM parts lists where applicable.

The Recipient shall prepare a **Draft Final Report** on all of the activities and accomplishments related to the project. This report shall be due sixty (60) days prior to the expected completion of the contract, and shall follow the guidelines set forth in the contract and shall include discussion on topics including, but not limited to, final design specifications and rationales, discussion of detection limits, interferences which may be encountered, ruggedness of the monitor(s), results and conclusions of any analyses, numerical simulations, and/or laboratory or field testing/validations. These results shall be documented to allow validation. The report shall also include a discussion of other pertinent aspects of the project effort, including but not limited to: description of work performed, monitor(s) longevity, monitor(s) maintenance, and discussion detailing steps necessary to develop the monitor(s) into a marketable product. After review and comment by the appropriate DOE representatives, the recipient shall modify the report to become the **Final Report**, which will be suitable for publication.

The contractor shall also prepare a draft **Innovative Technology Summary Report (ITSR)** documenting the performance of the monitor(s) during a full-scale field testing. In this report, the contractor shall provide, at a minimum, a summary, technology description, performance, monitor(s) applicability and alternatives, cost, regulatory and policy issues, and lessons learned. This report is due sixty (60) days prior to the expected completion of the contract. The DOE COR will provide a sample ITSR and ITSR preparation guidance after the contract has been initiated.

NOTE: In accordance with provision B.3, the contractor shall not proceed with Optional Task 5 without written Contracting Officer approval.

Optional Task 5 - Fabrication of Additional Monitors

The contractor shall fabricate a maximum of twelve (12) additional monitors for use at various DOE sites contaminated with beryllium. These units shall be similar, if not identical, to the prototype units (i.e., some minor design modifications can be incorporated, based on results and feedback from field testing in the Base Effort). These monitors shall be calibrated in a manner consistent with the prototype, and their performance must equal or exceed that of the prototype.

D. DELIVERABLES

Reports shall be provided in accordance with the Reporting Requirements Checklist included as Attachment B to this Statement of Work, and specifically as follows:

- Design Report - Task 1
- Draft ITSR Report - Task 4
- Prototype monitor(s) as field tested - Task 4
- Additional monitors - Optional Task 5

E. BRIEFINGS

The Recipient shall prepare detailed briefings for presentation to the Contracting Officer's Representative (COR) at Morgantown, West Virginia and/or various other locations to be designated by the COR. The briefings shall be given by the contractor to explain the plans, progress, and results of the project effort.

Project Kickoff Briefing: Presented within 60 days of award in Morgantown, WV, this briefing shall detail the contents of the Management Plan, as well as give pertinent details and explanations on the technical portion of the project.

Mid-Year Review Briefing: The contractor shall prepare and present a briefing at the Characterization, Monitoring, and Sensor Technology Crosscut Program (CMST CP) or the Decontamination and Decommissioning Focus Area (DDFA) Mid-Year Review Meeting to be identified by the DOE Contracting Officer's Representative (COR). The contractor shall discuss any changes, clarify progress and results, address open issues, and make recommendations.

Final Design Briefing: Given prior to commencing component/system fabrication and prior to and during the course of the field test campaign.

Final Project Briefing: Details all aspects of the project to be given at least 60 days prior to contract expiration in Morgantown, WV.

**BACKGROUND/PERFORMANCE SPECIFICATIONS
TECHNOLOGY FOR REAL-TIME MEASUREMENT
OF AIRBORNE AND SURFACE BERYLLIUM**

Prototype laboratory beryllium monitors for both air and surface measurements have been developed previously under DOE sponsorship by various entities (i.e., national labs and private industry). The purpose of this solicitation is to develop a field-ready airborne and surface monitoring capability for beryllium, calibrate the instrument(s) such that the data can be used as an alarm and for real-time decision making; and conduct testing under field conditions at an actual DOE site to verify performance meets user specification. DOE will then make the decision whether to purchase additional instruments to satisfy characterization and D&D needs at beryllium-contaminated sites.

The Rocky Flats Site Technology Coordination Group has identified an immediate need for real-time monitoring of beryllium in air and beryllium contamination of surfaces. These needs are expressed in the Site Technology Coordinating Group statements **RF-DD16** and **RF-DD15** (see http://www.rfets.gov/PublicItems/STCG/STCG/fy_1999_list_of_rocky_flats.htm). If suitable instrumentation can be developed to yield real-time beryllium measurement results for these sample media, the Industrial Hygiene program at Rocky Flats can substantially reduce the risk of worker exposure and increase the productivity of those Deactivation & Decommissioning activities involving beryllium contamination. A key issue is the immediacy of this need.

Rocky Flats is interested in implementing real-time surface characterization techniques for the detection and measurement of beryllium and a near instantaneous and continuous real-time beryllium air monitor. The capability to measure Be on surfaces will allow for more effective free release of property, and it will aid the determination of beryllium-contaminated work areas prior to potential worker exposure. A real-time monitor that can directly characterize surfaces and analyze surface samples will allow Rocky Flats to virtually eliminate sending beryllium surface samples off-site for analysis. The major drivers for this opportunity are cost reduction, worker safety, schedule compression, and waste minimization.

The surface monitor technology should be able to give real-time analysis of surface samples and/or give direct real-time readings of varying surfaces (i.e., concrete, steel, Plexiglas, and materials associated with building construction and equipment). The instrument should have sensitivity to levels of $<0.2 \mu\text{g Be}/100 \text{ cm}^2$, Rocky Flats' defined free release limit. The monitor must be technically defensible so that free release will be a viable disposal option. Rocky Flats currently spends approximately \$22 per sample. This price must be reduced if real-time surface characterization is to be used on-site.

A real-time air monitor for Be could be utilized to improve worker safety by providing workers with an 'alarm' function capable of notifying workers when airborne beryllium is present within the work area. Current practices only analyze workers' filters for time-weighted averages of possible beryllium exposure. Reduced future liability and PPE requirements and improved job performance could also provide a significant cost savings benefit for the Site.

The air monitor technology must be able to measure all types of beryllium inhalation hazards, including salts, oxides, and metal. The monitor must also possess sufficient sensitivity, accuracy, and precision to verify meeting or exceeding action limits. Rocky Flats' action limit is $0.2 \mu\text{g Be}/\text{m}^3$ the OSHA 8-hour time weighted average is $2.0 \mu\text{g Be}/\text{m}^3$, the OSHA peak is $5.0 \mu\text{g Be}/\text{m}^3$ (15-minute cumulative sample), and the OSHA ceiling is $25.0 \mu\text{g Be}/\text{m}^3$. A good lower detection limit at or near $0.1 \mu\text{g Be}/\text{m}^3$ would have implications relevant to reducing PPE requirements and the subsequent costs associated with disposal.

Although not expressed in STCG needs statements, it is anticipated that several other DOE sites could benefit from real-time surface and/or air Be monitors, including Hanford, Idaho, Rocky Flats, Oak Ridge, Sandia,

Argonne, Los Alamos, Mound, Pantex, and Battelle Columbus, based on these sites establishing their own beryllium exposure levels in response to the Interim Chronic Beryllium Disease Prevention Program, which was issued through DOE Notice 440.1.

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J.4 GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPORTS (MAR 1999)

The contractor shall prepare and submit (postage prepaid) the plans and reports indicated on the "Reporting Requirements Checklist" to the addressee identified on the checklist. The level of detail the contractor provides in the plans and reports shall be commensurate with the scope and complexity of the effort and shall be as delineated in the guidelines and instructions contained herein. The prime contractor shall be responsible for acquiring data from any subcontractors to ensure that data submitted are compatible with the data elements which prime contractors are required to submit to DOE.

J.5 MANAGEMENT PLAN (JAN 2000)(S)

The Management Plan describes the approach, organizational structure, and technical, schedule, and cost control systems to complete the effort, achieve the project goals, and provide contract deliverables. The Management Plan shall include, but is not limited to:

- A. An executive summary permitting DOE to comprehend the significant components of the plan. The executive summary should include: the project goals, expected results, and interrelationships among the tasks in the Statement of Work (SOW); a succinct project background and project rationale; the significant technical and management issues that have the potential to impede project progress and strategies to minimize impacts from those issues; and a listing of planned tests with specified test sites.
- B. A milestone log which lists the major milestones and planned completion dates. A Demonstration Log which lists all Bench, Pilot, and Full Scale demonstrations for the project along with planned and actual start and end dates. Below the log a site/location, description and results section should be included for each demonstration.
- C. A work breakdown structure (WBS) Dictionary Index using DOE Form F1332.10, "Work Breakdown Structure Dictionary, Part I - Index" (Reference: DOE Order 1332.1A, Uniform Reporting System). WBS elements shall be listed by title and number based on the alphanumeric system. Typically, Level 1 of the WBS is the project title. Level 2 consists of individual task titles in the SOW. Subsequent levels consist of subtask titles. The WBS establishes the framework for assigning responsibilities, defining objectives, and monitoring technical, schedule, and cost performance.
- D. A WBS diagram which organizes the work effort into a hierarchy of discrete work elements (Reference: DOE Order 1332.1A, "Uniform Reporting System).
- E. A Gantt Chart (Network Diagram/Project Timeline) to depict the interrelationships of WBS elements. The Gantt Chart is based on a time scale and displays the logical sequence of WBS elements for the entire project. The Gantt Chart shows which WBS elements must be completed prior to initiation of a given WBS element. The sequencing of WBS elements is shown by connecting arrows between the WBS elements. Time flows from the tail to the head of the arrow. Dashed line arrows, called dummies, show precedence relationships only. Usually, they require no time or labor to perform.
- F. A WBS Dictionary Element Definition for each WBS element using DOE Form DOE F1332.11, "Work Breakdown Structure Dictionary, Part II - Element Definition" (Reference: DOE Order 1332.1A, "Uniform Reporting System). The Element Task Description portion of the form shall include, but is not limited to, identification of a single responsible entity (i.e., person, organizational unit, subcontractor, consultant), planned start and completion dates, breakdown of the budgeted costs (e.g., engineering labor, technician labor, overhead, G&A expenses, materials, supplies, travel, subcontracts), objectives, description of work, and relationship to other WBS elements.
- G. A project organization chart that shows the lines of authority and relationships of the participating individuals and entities including subcontractors and consultants.

- H. A description of the technical and managerial approaches with an overview of the performance, schedule, and cost control systems. The description should include a discussion of the responsible organizational entities and a brief narrative on the planning, budgeting, and accounting procedures. In addition, discuss the configuration management plan for drawings and specifications including listing the applicable standards, the persons responsible for approval including changes, and the system for notification of latest versions.
- I. A synopsis of the documentation for the Worker Safety and Health Program, Environmental Protection Program, and Quality Assurance/Quality Control Program with the date of latest revision of each.
- J. A discussion of success criteria. The success criteria should be objective and stated in terms of specific, measurable, and repeatable data. Usually, the success criteria pertain to desirable results and observations from the experimental efforts. The success criteria should not be based on interpretations. The project's expected performance parameters should be established with a technical and economic comparison with competing technologies or methods. The discussion should include the probable advantages and disadvantages. The success criteria may assist DOE in deciding whether to proceed into subsequent phase(s), if required.
- K. A discussion of the approach to interact with the potential users of the technology (e.g., specific DOE, DOD, or industrial sites). The discussion should include the list of potential sites and contacts (organization, contact person, title, and phone number), the approach to define site needs and problems (e.g., completing site questionnaires or surveys), and means of transferring technology to the users (e.g., meetings and demonstrations). Also, the discussion should include procedures for obtaining permission for testing at sites.
- L. An identification of all long-lead equipment/material purchases including a description of the equipment/material, the WBS element number(s) that will use the equipment or material, latest date for placement of order, estimated delivery schedule, and estimated cost.
- M. Detailed test plans for technical efforts that involve experimental validation. At a minimum, each test plan shall include objectives of the tests, description of test equipment and experimental setup, test procedures, test conditions, number of tests, duration of tests, data to be collected, description of equipment used for data collection, description of processing and interpretation of data, and criteria for determining the "success" of a test. The test plan shall include a logic tree diagram showing the test matrix. The logic diagram includes decision points with test alternatives which depend on the results of prior testing.
- N. DELIVERABLES: Describe specifically the results of the task. These should include: raw and reduced data and method of presentation; brief description of models/prototypes to be developed; other key results as appropriate.
- O. Include the contract Statement of Work as an attachment

J.6 STATUS REPORT (MAR 1999)(S)

The "Status Report" is the contractor's concise status of the work being performed during the reporting period. The report provides the project objective, major milestones and demonstration status (including baseline projected completion date, revised projected completion date, actual date of completion, and variance explanation), a chronological listing of significant events (e.g., meetings, trips, equipment delivery, and tests), the accomplishments and technical progress, assessment of current status (including causative factors, corrective actions, and impacts), and plans for the next two months (including modifications to the schedule and planned significant events).

J.8 MILESTONE SCHEDULE/PLAN (DOE F 1332.3) (MAR 1999)

The Milestone Schedule Plan documents the planned or baseline project schedule in the standard DOE format (DOE F 1332.3). It includes a summary sheet showing all tasks/elements identified in the Work Breakdown Structure on a single form, and, for complex efforts, a separate sheet for each task/element which gives more detail. The planned events and milestones for each task/element are included. The standard symbols and charting conventions described on the reverse side of the form are used. The summary sheet includes a line labeled "administration," and denotes events such as subcontract awards, project reviews, etc. An associated milestone log (DOE F 4600.3A) provides a narrative description of events and anticipated dates of initiation/completion.

J.9 COST PLAN (DOE F 1332.7) (MAR 1999)

The Cost Plan establishes the plan for accruing total costs by WBS element for the life of the contractual agreement. The time-phased baseline establishes the basis for the measurement of actual cost accumulation and provides basic information for updating and forecasting budget requirements. The Cost Plan itemizes accrued costs by WBS element for prior fiscal years, the current fiscal year by month, and future fiscal years until completion of the contractual agreement. For projects being managed to the fourth WBS level, additional forms show cost detail for each task individually.

J.10 MILESTONE SCHEDULE/STATUS REPORT (DOE F 1332.3) (MAR 1999)

The Milestone Schedule/Status Report is used for reporting schedule status and shows the completion status of the activities and events at the same level of detail as shown on the Milestone Schedule Plan. The report also shows changes to the planned schedule. Like the Milestone Schedule/Plan, information is reported by WBS element. DOE Form 1332.3 is used for reporting schedule status.

J.11 COST MANAGEMENT REPORT (DOE F 1332.9) (MAR 1999)

This is a periodic report that shows the cost status of the contract and is compared with the Cost Plan. Information is reported by WBS element.

J.12 HOT LINE REPORT (JAN 2000)

The "Hot Line" Report may be used to report a major breakthrough in research, development, or design; an event causing a significant schedule slippage or cost overrun; an environmental, safety and health violation; achievement of or failure to achieve an important technical objective; or any requirement for quickly documented direction or redirection. The report shall be submitted by the most rapid means available, usually electronic, and should confirm telephone conversations with DOE representatives. Identification as a "Hot Line Report" serves notice at each link in the delivery chain that expedition in handling is required. Unless otherwise agreed by the parties involved, DOE is expected to take action and respond in a similarly timely manner. The report should include:

1. Contractor's name and address;
2. Contract title and number;
3. Date;
4. Brief statement of problem or event;
5. Anticipated impacts; and
6. Corrective action taken or recommended.

Hot line reports shall document the incidents listed below:

1. Any single fatality or injuries requiring hospitalization of five or more individuals is to be immediately reported.

2. Any significant environmental permit violation is to be reported as soon as possible, but within 24 hours of the discovery of the incident.
3. Other incidents that have the potential for high visibility in the media are to be reported as quickly as possible, but within 24 hours following discovery.
4. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but within 24 hours of the discovery of the failure.
5. Any unplanned event which is anticipated to cause a schedule slippage or cost increase significant to the project is to be reported within 24 hours.
6. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported.
7. Any accidental spill or release which is in violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported, but within 24 hours of the discovery of the accident.
8. Any incident which causes a significant process or hazard control system failure, or is indicative of one which may lead to any of the above defined incidents, is to be reported as soon as possible, but within 5 days of discovery.

The requirement to submit Hot Line Reports for the incidents identified in 1, 2, 3, 6, or 7 is for the sole purpose of enabling DOE officials to respond to questions relating to such events from the media and other public.

When an incident is reported in accordance with 4, 5, 6, 7, or 8, the contractor shall conduct an investigation of its cause and make an assessment of the adequacy of resultant action. A written report is required no later than ten (10) calendar days following the incident and shall include an analysis of the pertinent facts regarding the cause, and a schedule of the remedial events and time periods necessary to correct the action.

When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first; if possible, and coordinated with NETL Management and Communications Division, the Contracting Officer Representative (COR) and the Contracting Officer.

J.13 JOURNAL ARTICLES, CONFERENCE PAPERS AND PROCEEDINGS GENERATED BY LARGE BUSINESSES FOR DOE REVIEW (JAN 2000)

The Contractor shall submit to DOE for review and approval all documents generated by the Contractor, or any subcontractor, which communicate the results of scientific or technical work supported by DOE under this award, whether or not specifically identified in the award, prior to submission for publication, announcement, or presentation. Such documents include journal articles, conference papers and proceedings, etc. Each such document shall be accompanied by a properly completed NETL Form 2050.4, "Request for Patent Clearance for Release of Contracted Research Documents."

The Contractor shall simultaneously submit a draft version of the document to the DOE COR and the DOE Patent Counsel Office prior to the publication, presentation, or announcement. The document submitted to the DOE Patent Counsel shall be accompanied by a completed NETL Form 2050.4. The DOE COR and DOE Patent Counsel shall review the draft version of the document and notify the Contractor of approval or recommended changes. The approved final version shall be submitted to the NETL AAD Document Control Coordinator.

The following information shall be provided for conference papers and proceedings, etc.

- Name of conference
- Location of conference (city, state, and country)
- Date of conference (month/day/year)
- Conference sponsor

J.14 JOURNAL ARTICLES, CONFERENCE PAPERS AND PROCEEDINGS GENERATED BY A SMALL BUSINESS OR NONPROFIT ORGANIZATION FOR DOE REVIEW (JAN 2000)

The Contractor shall submit to DOE for review and approval all documents generated by the Contractor, or any subcontractor, which communicate the results of scientific or technical work supported by DOE under this award, whether or not specifically identified in the award, prior to submission for publication, announcement, or presentation. Such documents include journal articles, conference papers and proceedings, etc. Each such document shall be accompanied by a properly completed NETL Form 2050.4, "Request for Patent Clearance for Release of Contracted Research Documents."

The Contractor shall submit a draft version of the document to the COR prior to the publication, presentation, or announcement. The COR shall review the draft version of the document and notify the Contractor of approval or recommended changes. The final version, along with a completed NETL Form 2050.4, shall be submitted to the NETL AAD Document Control Coordinator.

The following information shall be provided for conference papers and proceedings, etc.

- Name of conference
- Location of conference (city, state, and country)
- Date of conference (month/day/year)
- Conference sponsor

J.15 JOURNAL ARTICLES, CONFERENCE PAPERS AND PROCEEDINGS GENERATED BY A UNIVERSITY FOR DOE REVIEW (JAN 2000)

The Contractor shall submit to DOE for review and comment all documents generated by the Contractor, or any subcontractor, which communicate the results of scientific or technical work supported by DOE under this award, whether or not specifically identified in the award, prior to submission for publication, announcement, or presentation. Such documents include journal articles, conference papers and proceedings, etc. Each such document shall be accompanied by a properly completed NETL Form 2050.4, "Request for Patent Clearance for Release of Contracted Research Documents."

The Contractor shall submit a draft version of the document to the COR prior to the publication, presentation, or announcement. The COR shall review the draft version of the document and notify the Contractor of recommended changes. The final version, along with a completed NETL Form 2050.4, shall be submitted to the NETL AAD Document Control Coordinator.

The following information shall be provided for conference papers and proceedings, etc.

- Name of conference
- Location of conference (city, state, and country)
- Date of conference (month/day/year)
- Conference sponsor

J.16 ENVIRONMENTAL (JAN 2000)

In response to the requirements of the National Environmental Policy Act of 1969 (NEPA) and other related environmental statutes, the National Energy Technology Laboratory (NETL) requires the submission of various documents that assess the environmental aspects and projected impacts of all of its proposed actions. These documents may include the following: (1) Hazardous Substance Plan; (2) Hazardous Waste Report; (3) Environmental Compliance Plan; (4) Environmental Monitoring Plan; and (5) Environmental Status Reports.

The environmental information provided in these documents will enable NETL to fulfill its responsibilities under NEPA (additional information about the requirements of the National Environmental Policy Act can be found in the DOE NEPA Compliance Guide and 40 CFR 1021) and to monitor the proposer's compliance with other environmental regulations. The implementation of any task associated with a proposed action will be dependent upon DOE submitting and acquiring approval of necessary NEPA documentation. Therefore, to minimize the risk of project delays, it is imperative that these reports be submitted in a timely manner.

The information contained herein specifies the basic environmental requirements for this procurement action, but it is not to be interpreted as containing all necessary information for any given project. Likewise, certain aspects of the requirements may not be applicable. Accordingly, the level of information provided should be sufficient for DOE to assess the environmental implications of the proposed action.

J.17 HAZARDOUS SUBSTANCE PLAN (MAR 1999)

The Contractor shall submit a Hazardous Substance Plan not later than thirty (30) days after initial contract award. The Plan shall specifically identify each Hazardous Substance (as defined under 40 CFR 261, Subpart D, entitled Lists of Hazardous Wastes) anticipated to be purchased, utilized or generated in the performance of this contract. For each such Hazardous Substance identified, the Plan shall specifically provide the following information:

- Description of Substance/Chemical
- EPA Hazardous Waste Number
- EPA Hazard Code
- Anticipated Quantity to be purchased, utilized or generated
- Anticipated Hazardous Waste Transporter
- Anticipated Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)
- Anticipated Treatment Method

J.18 HAZARDOUS WASTE REPORT (MAR 1999)

The Contractor shall submit a Hazardous Waste Report at the completion of contract performance. The Report shall specifically identify each Hazardous Waste (as defined under 40 CFR 261, Subpart D, entitled Lists of Hazardous Wastes) actually utilized, or generated in the performance of this contract. For each such Hazardous Waste identified, the Report shall specifically provide the following information:

- Description of Substance/Chemical
- EPA Hazardous Waste Number
- EPA Hazard Code
- Actual Quantity Disposed
- Actual Hazardous Waste Transporter
- Actual Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)
- Actual Disposal Date
- Actual Treatment Method

The Hazardous Waste Report is intended as a final reconciliation of anticipated versus actual Hazardous Substances purchased, utilized, or generated in the performance of this contract.

J.22 TECHNICAL REPORTS (MAR 1999)

CAUTION: Technical reports SHALL NOT include limited rights data (such as restricted, proprietary or patentable information). Limited Rights Data shall be submitted in a separate proprietary appendix to the technical report. This appendix SHALL NOT be submitted in an electronic format but rather submitted in ONE ORIGINAL AND THREE (3) PAPER COPIES along with the paper version of the sanitized technical report deliverable. The appendix shall be referenced in, but not included in, the sanitized technical report deliverable under the contract. In accordance with FAR 52.227-14, Rights in Data-General, the appendix must be appropriately marked and identified.

All TECHNICAL REPORTS submitted to the DOE MUST be accompanied by a completed and signed FETC F 2050.4, addressing patent information.

J.23 TECHNICAL PROGRESS REPORT (ANNUAL, QUARTERLY, AND SEMI-ANNUAL) (MAR 1999)

The body of the report should contain a full account of progress, problems encountered, plans for the next reporting period, and an assessment of the prospects for future progress.

The Technical Progress Report should include sufficient detail to allow the work to be reproduced by others. Results and reduced data shall be presented together with a discussion of the relevance of the findings. When experimental systems and/or procedures are being utilized for the first time, they shall be described in detail. This description shall contain detailed information on equipment and procedures utilized, as well as providing a rationale for their use. All data reduction and transformation methods shall be fully documented. For every fourth calendar quarter for quarterly reports or every second half year for semi-annual reports, the report should be expanded to provide for detailed information on the results of the past year, problems encountered, significant accomplishments, listing of publications, presentations, and approaches to be taken the following year.

Informational items in technical progress reports shall include:

Experimental Apparatus -- A comprehensive description, including dimensioned drawings or sketches, of the apparatus and associated diagnostic measurement equipment employed to perform the experimental research.

Experimental and Operating Data -- All experimental data acquired during the course of research including detailed characterization of the sample materials subjected to experimentation.

Data Reduction -- A complete description of the methods employed to transform raw measured data into a form usable for interpretation along with any assumptions or restrictions inherent in the method and the resultant reduced data.

Hypothesis and Conclusions -- Logic for drawing conclusions or developing hypotheses shall be clearly stated along with applicable assumptions or restrictions.

J.24 FINAL TECHNICAL REPORT (MAR 1999)

The Final Report shall document and summarize all work performed during the contract period in a comprehensive manner. It shall also present findings and/or conclusions produced as a consequence of this work. This report shall not merely be a compilation of information contained in subsequent quarterly, or other technical reports, but shall present that information in an integrated fashion, and shall be augmented with findings and conclusions drawn from the research as a whole.

The contractor shall deliver a draft copy of the final report sixty (60) days before the completion of the period of performance. The Government shall be allowed thirty (30) days to review the draft copy and to notify the

contractor, in writing, of approval or recommended changes. If the Government does not approve or recommend changes within thirty (30) days of receipt of the draft copy, the report shall be deemed approved. The approved final report is due on the contract completion date.

J.25 TOPICAL REPORT (MAR 1999)(S)

The contractor shall prepare a "Topical Report" documenting the work performed in the current phase. This report shall include, but is not limited to: background/statement of problems; objectives of the research; technical approach; technical results; description of equipment; test procedures and/or protocols; list of drawings and specifications (title, number, and short description); data reduction and interpretation with supporting graphs, tables, schematic diagrams, assumptions, calculations, and photographs; conclusions; and, recommendations. If the subsequent phase is not initiated, the topical report shall be converted to the final technical report. The draft topical report shall be submitted sixty (60) days prior to the expected completion of the current phase. The COR will provide comments within thirty (30) days after receipt of the topical report. The contractor will then submit the final report within 30 days after receipt of the COR's comments. **Also, follow the format provided in the contract documents J.003t, Guidelines for Preparation of Reproducible Master (Camera-Ready) Copy of Reports.**

J.26 GUIDELINES FOR ORGANIZATION OF TECHNICAL REPORTS (DEC 1999)

The following sections should be included (as appropriate) in technical reports in the sequence shown. Any section denoted by an asterisk is required in all technical reports.

TITLE PAGE* - The Title Page of the report itself must contain the following information in the following sequence:

Report Title
Type of Report (Quarterly, Semi-Annual, Annual, Topical, Final)
Reporting Period Start Date
Reporting Period End Date
Principal Author(s)
Date Report was Issued (Month [spelled out] and Year [4 digits])
DOE Award Number (e.g., DE-AC26-99NT12345) and if appropriate, task number
Name and Address of Submitting Organization (This section should also contain the name and address of significant contractors or subcontractors who participated in the production of the report.)

DISCLAIMER* -- The Disclaimer must follow the title page, and must contain the following paragraph:

"This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

ABSTRACT* - should be a brief, concise summary of the report.

TABLE OF CONTENTS*

LIST(S) OF GRAPHICAL MATERIALS

INTRODUCTION

EXECUTIVE SUMMARY - this should be a well organized summary that highlights the important accomplishments of the research during the reporting period. It should be no less than one page and no more than two pages in length, and should be single spaced. This summary must be more comprehensive than the traditional "abstract."

EXPERIMENTAL* - this should describe, or reference all experimental methods being used for the research. It should also provide detail about materials and equipment being used. Standard methods can be referenced to the appropriate literature, where details can be obtained. Equipment should be described only if it is not standard, or if information is not available thru the literature or other reference publications.

RESULTS AND DISCUSSION* - It is extremely important that this section includes enough relevant data, especially statistical data, to allow the project manager to justify the conclusions. With the relevant data, explain how the data was interpreted and how it relates to the original purpose of the research. Be concise in the discussion on how this research effort solved or contributed to solving the original problem.

CONCLUSION* - The conclusion should not simply reiterate what was already included in the "Results and Discussion" section. It should, however, summarize what has already been presented, and include any logical implications of how the successes are relevant to technology development in the future. This is extremely important, since "relevancy" continues to be a criteria of the program.

REFERENCES*

BIBLIOGRAPHY

LIST OF ACRONYMS AND ABBREVIATIONS

APPENDICES (IF NECESSARY)

Company Names and Logos -- Except as indicated above, company names, logos, or similar material should not be incorporated into reports.

Copyrighted Material -- Copyrighted material should not be submitted as part of a report unless written authorization to use such material is received from the copyright owner and is submitted to DOE with the report.

Measurement Units -- All reports to be delivered under this instrument shall use the SI Metric System of Units as the primary units of measure. When reporting units in all reports, primary SI units shall be followed by their U.S. Customary Equivalents in parentheses ().

The contractor shall insert the text of this clause, including this paragraph, in all subcontracts under this award.

Note: SI is an abbreviation for "Le Systeme International d'Unites."

J.27 ELECTRONIC MEDIA STANDARD FOR PREPARATION OF TECHNICAL REPORTS (DEC 1999)

FILE FORMAT

Production of high-quality, electronic documents is dependent on the quality of the input that is provided. Thus, the contractor shall submit one good quality paper copy using either permanent or alkaline paper plus an electronic version of each technical report.

ELECTRONIC REPORTS SHALL BE SUBMITTED IN THE ADOBE ACROBAT PORTABLE DOCUMENT FORMAT (PDF). ELECTRONIC REPORTS SUBMITTED IN A FORMAT OTHER THAN ADOBE WILL BE RETURNED AND THE REPORT CONSIDERED DELINQUENT.

Each report shall be an integrated file that contains all text, tables, diagrams, photographs, schematics, graphs, and charts.

SUBMISSION FORMAT

The electronic file(s) shall be submitted via diskette or CD-ROM. Diskettes or CD-ROMs must be labeled as follows:

DOE Award Number
Type/Frequency of Report(s)
Reporting Period (if applicable)
Name of submitting organization
Name, phone number and fax number of preparer

Diskettes -- Diskettes must be 3.5" double-sided, high-density (1.4 M Byte capacity). If file compression software is used to transmit a PDF file spanning more than one diskette, PKZIP from PKWare, Inc., is the required compression software. State the number of diskettes in the set (e.g., 1/3)

CD-ROM -- The electronic file(s) may be submitted on an ISO9660-format CD-ROM.

FILE NAMING

In naming the electronic file, the contractor shall use the standard eight-character naming convention for the main file name, and the three character extension applicable to the software use, e.g., .pdf for Adobe.

For the main file name, the first five characters are the last five digits from the award number; e.g., for Award Number DE-AC26-97NT12345, the first five characters are 12345.

The next character represents the technical report and will always be designated as "R".

The remaining two characters indicate the chronological number of the particular type of report; e.g., Quarterly Technical Progress Reports for a 5-year award are numbered R01 through R20. Thus, the main file name for the sixth Quarterly Technical Progress Report under Award No. DE-AC26-99NT12345 would be 12345R06.PDF. If monthly, quarterly, annual, and a final technical report are required, the numbers would run from R01 through R86 (60 monthly reports, 20 quarterly reports, 5 annual reports, and 1 final report).

J.28 PROPERTY REPORTS (JAN 2000)

The NETL Property Handbook entitled "Management of Government Property in the Possession of Contractors," contains forms, instructions, and suggested formats for submission of property reports. This handbook can be found at <http://www.netl.doe.gov/business/index.html>.

J.29 REPORT OF CONTRACTOR'S PROPERTY MANAGEMENT SYSTEM (JAN 2000)

This report shall consist of the Contractor's comprehensive written property management system and is due within 6 months of the contract award date. It shall address the Contractor's written system for controlling, protecting, preserving and maintaining all Government property. The report format shall be consistent with Contractor's system and shall as a minimum enable comprehensive evaluation by the Government. (If not provided in your local format, see sample in the NETL Property Handbook).

J.30 ANNUAL REPORT OF PROPERTY IN THE CUSTODY OF CONTRACTORS (NETL F 580.1-8) (JAN 2000)

This report includes **ALL** Government-owned Contractor-acquired and Government-furnished property and materials for which the contractor is accountable to the Government. This report shall also include Government Property at subcontractor's plants and alternate locations. This report is submitted on NETL F 580.1-8 for the period ending September 30 and is due by October 15.

J.31 HIGH RISK PROPERTY REPORT (FETC 4440.5) (MAR 1999)

Some property, because of its peculiar nature, its potential impact on public health and safety, on the environment, on security interests, or on proliferation concerns, must be handled, controlled, cleared and disposed of in other than the standard manner. High-risk property includes property which is: 1) nuclear-related; 2) proliferation-sensitive or export controlled; 3) chemically, biologically, or radiologically contaminated; 4) national security/military interests; and 5) hazardous materials and wastes. Further definitions of high-risk property can be found at <http://www.pr.doe.gov/ppl.html>. This report is required by the DOE for the control (acquisition, management and disposal) of high risk property to ensure that such disposition does not adversely affect public safety and/or the environment, national security, or nuclear nonproliferation objectives of the United States. This report shall be submitted for the period ending September 30 and is due by October 15 of each year.

J.32 REPORT OF PHYSICAL INVENTORY OF CAPITAL EQUIPMENT (JAN 2000)

Capital equipment is any piece of personal property, equipment, or furniture with a useful service life of 2 years or more and is acquired at a unit cost of \$25,000 or more. The suggested format for this report can be found in the NETL Property Handbook at <http://www.netl.doe.gov/business/index.html>. This report is due 2 years from award date and every 2 years thereafter.

J.33 REPORT OF PHYSICAL INVENTORY OF SENSITIVE ITEMS (JAN 2000)

Sensitive items are identified as small calculators, tape recorders, radios, photographic and projection equipment, typewriters and other office machines, firearms, survey instruments, binoculars, power tools, personal computers, printers, external modems, or other equipment, which because of its general use characteristics and ease of transport are particularly susceptible to misappropriation or theft. These items will usually have an acquisition cost of less than \$25,000. The suggested format for this report can be found in the NETL Property Handbook at <http://www.netl.doe.gov/business/index.html>. The report is to be submitted one year from the date of award and yearly thereafter.

J.34 REPORT OF TERMINATION OR COMPLETION INVENTORY (SF-1428 AND SF-120) (MAR 1999)

This report submitted on the SF-1428 and SF-120 is due immediately upon completion or termination of the contract. The contractor is required to perform and cause each subcontractor to perform a physical inventory, adequate for disposal purposes, of all Government property applicable to the contract.

J.37 ATTACHMENT C -- GOVERNMENT PROPERTY/CONTRACTOR ACQUIRED (MAR 1999)

[TBD]

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
OR QUOTERS**

**K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS. (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation

(FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business*

Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ____ intends, ____ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (MAY 1999) -- ALTERNATE I (NOV 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8731.

(2) The small business size standard is 500 employees or less.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has

occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: []

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that -

(a) It (___) has, (___) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It (___) has, (___) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that -

(a) It ____ has developed and has on file, ____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-1 CLEAN AIR AND WATER CERTIFICATION. (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is ____ is not ____ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.12 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION. (MAY 1997)

(a) Definitions. As used in this provision -

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it -

___ is ___ is not a Historically Black College or University;

___ is ___ is not a Minority Institution.

K.13 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] --

___ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

___ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.14 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JUNE 1999)

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.15 SIGNATURE/CERTIFICATION (MAR 1999)

By signing below, the offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature of the Officer or Employee
Responsible for the Offer

Date of Execution

Typed Name and Title of the Officer or Employee
Responsible for the Offer

Name and Address of Organization:

Solicitation Number: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 CONSECUTIVE NUMBERING (JAN 1999)

Due to automated procedures employed in formulating this document, clauses and provisions contained within it may not always be consecutively numbered.

L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar1.htm>

L.3 CONTENT OF RESULTING CONTRACT (NOV 1998)

Any contract awarded as a result of this RFP will contain PART I - The Schedule, PART II - Contract Clauses, and PART III, Section J - List of Documents, Exhibits and Other Attachments (excluding those attachments including in this RFP relating to submission of proposals). Blank areas appearing in these sections, indicated by "[TBD]" will be completed prior to contract award.

Offerors should carefully review the information contained therein, and, as appropriate, state any proposed exceptions/deviations per FAR 52.215-1.

L.4 PROHIBITION ON PARTICIPATION BY FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTERS (FFRDC) (MAR 1999)

Federally Funded Research and Development Centers (FFRDC), including Management and Operating (M&O) contractors and/or National Laboratories are prohibited from participating at any level in proposals submitted in response to this solicitation. If a proposal is received which includes participation by FFRDC's, it will be rejected without evaluation.

L.5 RESPONSIBLE PROSPECTIVE CONTRACTORS (JUNE 1999)

All responsible individuals, corporations, non-profit organizations, educational institutions, and state or local governments may submit proposals for consideration. The general and additional minimum standards for responsible prospective Contractors set forth at FAR 9.1 apply.

DOE may conduct preaward surveys in accordance with FAR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

L.6 TIME, DATE AND PLACE PROPOSALS ARE DUE (JAN 2000)

The date and time for submission of proposals shall be **NO LATER THAN May 31, 2000, 4:00 p.m.**, local prevailing time at the place designated for receipt of proposals. (See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals.)

Proposal Submission by U.S. Mail

Proposals must be received at the following mailing address:

U. S. Department of Energy
National Energy Technology Laboratory
ATTN: D. DENISE RIGGI, MS-I07
P.O. Box 360
3610 Collins Ferry Road
Morgantown, WV 26507-0880

Proposal Submission by Other than U.S. Mail

Offerors electing to submit proposals by means other than the U.S. Mail, including commercial courier service, assume the full responsibility of insuring that proposals are received at the following hand-carry address by the date and time specified above:

U.S. Department of Energy
National Energy Technology Laboratory
ATTN: D. DENISE RIGGI, MS-I07
3610 Collins Ferry Road
Morgantown, WV 26505

Such proposals must be closed and sealed as if for mailing.

External Marking of Proposals

Proposals shall be marked with the following information:

- (1) Address of Proposer
- (2) Solicitation Number
- (3) Due Time and Date of Proposals

L.7 INTENTION TO PROPOSE (MAR 1999)

To enable us to anticipate the number of submissions to be evaluated, please complete the information in the Intention to Propose form contained in a separate Word Perfect (WP) 6.1 file entitled "intent.pro" and return to the addressee shown via mail, facsimile or e-mail, by the earliest practical date.

L.8 NUMBER OF AWARDS (NOV 1997)

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

L.9 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (OCT 1997) -- ALTERNATE I (OCT 1997)

(a) Definitions. As used in this provision -

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions. (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and -

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service

Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date of the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.10 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

L.11 FALSE STATEMENTS (NOV 1997)

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.12 EXPENSES RELATED TO OFFEROR SUBMISSIONS (FEB 1998)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.13 ALTERNATE PROPOSAL INFORMATION - NONE (NOV 1997)

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

L.14 AMENDMENT OF THE SOLICITATION (JAN 2000)

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. All amendments to this RFP will be posted on the NETL Homepage at "<http://www.netl.doe.gov/business/solicit/>". Receipt of an amendment to a solicitation by an offeror must be acknowledged and received prior to the hour and date specified for receipt of offers.

L.15 CLASSIFIED MATERIAL - NONE (NOV 1997)

Performance under the proposed contract is not anticipated to involve access to classified material.

L.16 PREPROPOSAL CONFERENCE IS NOT PLANNED (NOV 1997)

A preproposal conference for this solicitation is not contemplated.

L.17 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED) (MAY 1999)

This acquisition is unrestricted and contains no set-aside provisions.

L.18 PROPOSAL PREPARATION INSTRUCTIONS -- GENERAL (MAR 1999)

To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable.

The proposal is to clearly and fully demonstrate the offeror's capability, knowledge, experience, and expertise with regard to the requirements described herein. Simply stating that the offeror understands and will comply with technical and management requirements is not adequate. Similarly, phrases such as "standard procedures will be employed" or "well-known techniques will be used" are also inadequate.

Overall Arrangement of Proposal

The overall proposal shall consist of 3 physically separate volumes, individually entitled as stated below. The required number of each proposal volume is shown below.

PROPOSAL VOLUME -- TITLE	ORIGINAL	COPIES	PAGE LIMITATION
Volume I -- Offer and Other Documents	1	1	None
Volume II -- Technical Proposal	1	6	40
Volume III -- Cost Proposal	1	3	None

The text of each proposal volume shall be typed, single-spaced, using Elite size (or equivalent, such as times-roman, courier, or arial), 12 pitch type (or equivalent), and printed, unreduced on size 8 1/2-inch by 11-inch paper. For interpretation of page limitation guidelines, the front and back of a single sheet are counted as two pages. Illustrations shall be legible and no longer than 11-inch by 17-inch fold-outs, as appropriate for the subject matter. Each 11-inch by 17-inch fold-out is considered two pages when determining the number of pages. Pages of each volume shall be sequentially numbered with the volume and page numbers on each page. Except as otherwise noted in the solicitation, the page guidelines set forth constitute a limitation on the total amount of material that may be submitted for evaluation. No material may be incorporated in any proposal by reference as a means to circumvent the page limitation.

Offerors are not to provide proposal information in three-ring binders.

L.19 PREPARATION INSTRUCTIONS: VOLUME I - OFFER AND OTHER DOCUMENTS (MAR 1999)

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work, other documents requiring the signature of the offeror's authorized representative, and the offeror's description of its business and management approaches to satisfying the Statement of Work and its capability to perform the work.

FORMAT AND CONTENT

Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

1. The SF33 Form -- Solicitation, Offer and Award (Page 1 of this solicitation)

- (a) Offerors shall complete Blocks 12, 15A, 15B, 15C, 16, and sign in block 17. The SF33 is to be fully executed, including the acknowledgment of amendments, if applicable, and signed by an authorized individual of the proposing organization. **Two signed originals shall be included.**
- (b) The offeror's Acceptance Period (See Block 12) entered shall not be less than 180 days.
- (c) Signature Authority. The person signing the SF33 must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

2. Offeror Representations and Certifications Fully Executed

Offeror Representations and Certifications included under Section K of this solicitation are to be fully executed and a copy included in each copy of Volume I, Offer and Other Documents. As stated in Section K, should an offeror be selected for further negotiations, he must certify to the certifications referenced.

3. Supporting Data

The supporting data to be included in Volume I shall include all of the following information:

- (a) The suitability of proposed teaming agreements among participants (including subcontractors).
- (b) A discussion of the proposed involvement of qualified and capable small and small socially and economically disadvantaged business concerns. This section shall also contain the offerors commitment to, on request, submit and negotiate in good faith a Small and Small Disadvantaged Business Subcontracting Plan in accordance with FAR 52.219-9 of this solicitation.

4. Exceptions and Deviations

The offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the model contract, Offeror Representations and Certifications, and the requirements included in Volume I -- Offer and Other Documents, Volume II -- Technical Proposal and Volume III -- Cost Proposal. Any exceptions taken must contain sufficient justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, however, may result in rejection of your proposal(s) as unacceptable. Offerors who object to review of their proposal by persons other than Government employees shall so state in this Volume I. Again, offerors are cautioned that DOE may be unable to give full consideration to proposals which indicate that only Government evaluation is authorized.

L.20 ENVIRONMENTAL, HEALTH, SAFETY AND SOCIETY IMPACT (MAR 1999)

Should the Offeror be selected for further negotiations leading to contract award, the Offeror will be required to submit a completed Environmental Assessment Questionnaire. This will be a detailed, self-contained document summarizing the proposed action, its alternatives, the existing environment, anticipated impacts from the project, and any regulatory compliance necessary. DOE shall use this questionnaire to evaluate the potential impacts of the proposed project, and at the earliest possible time, whether execution of the proposed activities will require an Environmental Assessment (EA), an Environmental Impact Statement (EIS), or can be covered under a Categorical Exclusion (CX). If the environmental impacts are considered significant, the selectee, prior to award, will be required to prepare the Environmental Compliance Plan, an Environmental Monitoring Plan, and Environmental Report. Contract award will be made after the environmental material submitted by the respective contractor has been reviewed and accepted by DOE.

L.21 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (JUN 1999)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.

- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.22 PREPARATION INSTRUCTIONS: VOLUME II TECHNICAL PROPOSAL (JAN 2000)

Volume II - Technical Proposal will be used to assess both the scientific merit of the proposed work and its relevance to both DOE's current programmatic objectives and the objectives of this solicitation (see Part I, Section J, Attachment A) The technical proposal must be self-contained and written in a clear and concise manner. The proposal shall be definitive with respect to the research which the offeror actually proposes to conduct. If the proposal is selected for comprehensive evaluation, the criteria specified in Section M shall be applied.

The maximum number of pages for the Technical Proposal shall be limited to **40**. For interpretation of page guidelines, reference the clause entitled, "Proposal Preparation Instructions -- General". Note that the Cover Sheet, Resumes, Public Abstract, Table of Contents and other Pertinent Publications are not included in the page limitation.

To ensure that the technical proposal is evaluated strictly on its own merit, no cost information shall be included.

FORMAT AND CONTENT

The offeror shall include a technical discussion in the format specified below. This format relates to the technical evaluation criteria found in Section M. Alternate heading names and additional headings may be included as desired.

1. Cover Sheet.

A completed and signed cover sheet as per FAR 52.215-1 shall be used. The title of the proposed effort should be concise and descriptive of the work to be performed.

2. Public Abstract

A concise public abstract of no more than one (1) typewritten page clearly stating the objectives of the proposed research, the title of the project, methodology, and sponsoring organization(s) shall be included. The abstract is to provide an overview of the proposed project objectives. It is a stand-alone document. This abstract may be released to the public by DOE in whole or in part at anytime. It is therefore required that it shall not contain proprietary data or confidential business information.

3. Table of Contents

In order to produce a comprehensive application for this solicitation, the applicant should address, at a minimum, the areas listed below. To help facilitate the review process and to insure addressing all the review criteria, the applicant shall use the following Table of Contents when preparing the technical application.

TABLE OF CONTENTS

Page

PUBLIC ABSTRACT
TABLE OF CONTENTS
List of Tables
List of Figures
List of Acronyms
TECHNICAL DISCUSSION

This section shall contain the major portion of the Technical Proposal. It shall clearly address each of the Technical Proposal evaluation criteria in Part IV -- Section M, and at a minimum cover the factors listed below.

A. Merit of the Technology

The offeror shall describe the principles and theory of operation of the proposed technology. The offeror shall discuss the state of maturity of the proposed technology (e.g., basic science, engineering development, prototype, commercial, etc.). The proposed technology should be ready for prototype field testing within 12 (twelve) to 15 (fifteen) months of contract award at the latest. The offeror shall describe plans for commercialization of the technology.

The offeror shall discuss any prior use and results of the proposed technology in measuring beryllium contamination on surfaces or in the air (or other measurement applications similar in nature), and discuss if the proposed technology is currently being used in DOE complex for similar or other applications. The offeror shall provide preliminary conceptual drawings and schematics of the proposed technology.

The offeror shall describe the anticipated performance of the technology with respect to the DOE end-user requirements/specifications as follows:

The surface monitor must be capable of real-time analysis of surface samples and/or give direct real-time readings of varying surfaces (i.e., concrete, steel, Plexiglas, and materials associated with building construction and equipment). The monitor must have sensitivity to levels of $<0.2 \mu\text{g Be}/100 \text{ cm}^2$, in order to meet Rocky Flats' defined free-release limit.

The air monitor must be able to measure all types of beryllium inhalation hazards, including salts, oxides, and metal. The monitor must also possess sufficient sensitivity, accuracy, and precision to verify meeting or exceeding action limits. Rocky Flats' action limit is $0.2 \mu\text{g Be}/\text{m}^3$ the OSHA 8-hour time weighted average is $2.0 \mu\text{g Be}/\text{m}^3$, the OSHA peak is $5.0 \mu\text{g Be}/\text{m}^3$ (15-minute cumulative sample), and the OSHA ceiling is $25.0 \mu\text{g Be}/\text{m}^3$. A lower detection limit of $0.1 \mu\text{g Be}/\text{m}^3$ would meet these requirements.

The offeror shall describe the potential benefits of the proposed innovative or improved technology in terms of anticipated performance and/or cost savings over baseline technologies. Supporting performance data and cost advantage (in terms of percentages) information shall be provided to substantiate the claims of benefits. The offeror shall detail the potential advantages, benefits, or

improvements of their proposed technology, when compared to baseline technologies, with respect to the areas described below:

- Tolerance to moisture and other physical and chemical interferants which could be present in beryllium contaminated facilities.
- Resistance to loss of sensitivity/accuracy between calibrations.
- Lower life-cycle cost and potential cost savings.
- Lower health and safety risks to the worker and environment.

B. Technical Approach and Understanding

In general, this section shall describe the offeror's technical approach to accomplish the work. The offeror shall provide a clear description of the project objective(s). The offeror shall provide a preliminary plan of how they intend to carry out the Government-provided Statement of Work (SOW) included in Part III, Section J, Attachment A -- e.g., the subtasks that the offeror foresees as necessary to successfully accomplish the project objectives.

The offeror shall provide a relevant background section which details the offeror's understanding of the problem as it relates to their proposed technology solution. The offeror should provide an introductory description of the technology, including the manner in which it is intended to function. In this section, the offeror should demonstrate a high degree of familiarity with industrial hygiene theory and practice as it relates to operational and safety requirements during decontamination and decommissioning activities at DOE sites. The offeror should also demonstrate an understanding of current technologies that could potentially compete with or be replaced with the proposed technology. The offeror shall compare the proposed technology with current technologies. The offeror shall discuss the deficiencies of current technologies and how its proposed technology will overcome these deficiencies.

The offeror shall discuss its ability to measure performance of the proposed technology and discuss how it intends to quantify potential benefits based on acceptance testing and the field testing.

The offeror shall provide a table listing the estimated labor hours and labor categories (e.g., project manager, principal investigator, engineering, technician, scientific, clerical) required for each task and shall provide totals for each maturation stage. The offeror shall include a table showing labor hours and labor categories for any proposed subcontracting or consulting effort for each task. The offeror shall discuss the rationale used to develop estimates for labor hours, labor categories, subcontracting effort, consulting effort. Cost information is not to be included in the technical proposal volume. The offeror shall explain the purpose of any proposed subcontract or consulting effort.

The offeror shall provide a PERT (Program Evaluation and Review Technique) chart or equivalent depicting the project schedule, milestones, and interrelationship of the project tasks. The offeror shall identify the critical path which identifies the sequential tasks which, if not completed on time, will result in a delay in the overall project schedule. All significant milestones shall be defined in a milestone log and depicted on the schedule.

The offeror shall describe the proposed travel. The purpose of the trip, number of trips, the origin and destination, trip duration, and the number of personnel shall be included in the explanation. Again, no cost information is to be included in the technical proposal volume.

C. Past Experience and Performance

In order to determine the offeror's organizational ability to perform the proposed services, the offeror shall provide detailed information describing its relevant experience and performance record. This experience and performance record shall demonstrate the extent, relevance, and merit of the offeror's

hands-on experience in successfully performing and completing instrumentation development and demonstration for projects and/or contracts of comparable complexity and scope as addressed in the SOW. If the offeror proposes a new teaming relationship involving multiple organizations or involving key prime subcontractor relationships, past performance information shall be submitted for each organization or subcontractor that will receive more than 10 percent of the contract award.

The offeror shall provide reports of past performance, performance reviews, letters of commendation, etc. from past contracts relevant to this solicitation. The proposal shall provide a list of current and recently completed contracts or projects (completed within the last five years) which indicates relevant experience in providing instrumentation systems comparable to the real-time beryllium monitoring system, as outlined in the SOW.

The information provided shall be sufficient to allow ready assessment as to how each contract is similar to the proposed effort. The offeror shall note that NETL will consider all information available on the offeror's hands-on work experience and performance. NETL reserves the right to contact customers provided by the offeror.

If an offeror, teaming organization, or principal contractor does not have a past performance history relating to this solicitation, the offeror will not be evaluated favorably or unfavorably on this factor, but will receive a neutral rating.

D. Commitment, Personnel, and Facilities

The offeror shall discuss their commitment to develop and demonstrate its innovative/improved technology.

The offeror shall discuss the motivation of the organization for being involved in the proposed effort including plans and commitment to commercialize and deploy the technology.

The offeror shall discuss any outside commitments which might conflict with performance of this project. The offeror shall indicate their degree of ownership and control of the technology. The offeror shall discuss the existence of any licenses, patents, royalties, or intellectual property rights which could impact future use of the technology by DOE and others.

The offeror shall provide a description of the project organization structure and the lines of authority, both technical and administrative, and the relationship to the proposed research effort. Resumes of key project personnel (e.g., project manager, principal investigator) shall be included in an appendix to the proposal.

The offeror shall provide a discussion of the type, quality, availability, and appropriateness of the proposed facilities and equipment, including a description of any facilities and/or nonmonetary resources requested to be furnished by the Government for use by the offeror in performance of the proposed research. The offeror shall discuss any special existing permits and licenses for handling, treating, storing, and disposing of hazardous substances (such as beryllium) at their facilities.

TECHNICAL EXCEPTIONS AND DEVIATIONS

APPENDICES

- A. RESUMES
- B. ADDITIONAL PERTINENT PUBLICATIONS/PAST PERFORMANCE REVIEWS/LETTERS OF COMMENDATION (if any)

L.23 PREPARATION INSTRUCTIONS: VOLUME III - COST PROPOSAL

A. General.

1. The Cost Proposal, Volume III, consists of the offeror's estimated costs to perform the desired work as set forth in the Statement of Work. Contractual cost information is not to be included in the Technical Proposal, Volume II, or the Offer and Other Documents, Volume I. The Contract Pricing Proposal Sheet is attached to this solicitation. (See Part III -- Section J.) The estimated cost for Phase I and each optional phase shall be priced separately and a Contract Pricing Proposal Sheet shall be included for each Phase.
2. Once the prospective contractor has been selected, the estimated costs submitted with the proposal shall not be subject to increase, except for changes in Certified Cost or Pricing Data submitted with the proposal, unless changes are made in the requirements of the RFP.

Furthermore, increases shall be considered only in regard to those requirements that are actually affected by the changes (whether they are initiated by the Government, or the offeror), and then only to the extent that such increases will be considered separately, and not as part of a combined overall negotiation of the estimated cost and fee for the proposed contract.
3. Major Subcontracts (Including Intercompany Transfers): For each subcontract requiring Certified Cost and Pricing Data, cost information shall be required and furnished in the same format and level of detail as prescribed for the offeror in this RFP. Furnish reasons for any differences in the amount proposed by the offeror to the Government for the subcontracted work.
4. Joint Ventures/Teaming Arrangements: If a joint venture or teaming arrangement is proposed, the participants shall clearly identify which cost element(s) pertain to what participant.
5. High-Value Equipment: Offerors are informed that when the use of High Value Equipment (in excess of \$10,000) is applied to this acquisition, the Government reserves the right to require the submission of the feasibility of lease versus purchase studies by the successful offeror.
6. For Optional Phase III only, the cost of the utilities, ES&H and site support, etc., will be provided by the host site, but the offeror will be responsible for any special requirements to accomplish the objectives of their technology demonstration.

- B. Certified Cost or Pricing Data. Offerors may be required to certify (in accordance with Pub. L. 87-653 as implemented by FAR 15.804) that any cost or pricing data submitted is accurate, complete and current. In such an event, the required format for the certification can be found in FAR 15.804-4. The executed certification must be presented to the Contracting Officer after negotiations are concluded and before award can be made. FAR 15.804-7 contains applicable procedures where it is subsequently found that defective cost or pricing data was submitted.

Any offeror required to submit the above certification shall be required (in accordance with FAR 15.804-2) to submit, or arrange for the submission of, accurate, complete, and current cost or pricing data from his prospective subcontractors. This requirement may be waived under the circumstances set forth in FAR 15.804-3.

Notwithstanding the above paragraphs, any successful offeror shall comply with applicable requirements of the "Subcontractor Cost or Pricing Data", or "Subcontractor Cost and Pricing Data -- Modifications" clauses of the awarded contract.

C. Format and Contents.

The cost proposal shall include three sections: Section One - Mandatory Exhibits for the Base Program; Section Two - Mandatory Exhibits for Optional Task 5; and Section Three - Additional Information.

1. Preparation of Section One - Mandatory Exhibits for Phase I:

- (a) Exhibit A: A Contract Pricing Proposal Sheet is a mandatory requirement. One fully executed proposal sheet shall be completed and included in the cost proposal for Phase I. Offerors may use their own format for submitting the cost proposal. The proposal shall, at a minimum, include the exhibits below. Each offeror is cautioned that adequate pricing details must accompany the cost proposal.

Supporting cost detail shall be provided, as appropriate, on additional pages utilizing the following format:

BASE PROGRAM - COST PROPOSAL FORMAT

Cost Element	Task Number				Total
	1	2	3	4	
Direct Labor	\$xxxx	\$xxxx	\$xxxx	\$xxxx	\$xxxx
Fringe/ Overhead	\$xxxx	\$xxxx	\$xxxx	\$xxxx	\$xxxx
Travel	\$xxxx	\$xxxx	\$xxxx	\$xxxx	\$xxxx
Materials/Supplies					
Consumables	\$xxxx	\$xxxx	\$xxxx	\$xxxx	\$xxxx
Equipment	\$xxxx	\$xxxx	\$xxxx	\$xxxx	\$xxxx
Other	\$xxxx	\$xxxx	\$xxxx	\$xxxx	\$xxxx
Subcontracts/Consultants	\$xxxx	\$xxxx	\$xxxx	\$xxxx	\$xxxx
Subtotal	\$xxxx	\$xxxx	\$xxxx	\$xxxx	\$xxxx
General & Administrative	\$xxxx	\$xxxx	\$xxxx	\$xxxx	\$xxxx
Total Cost	\$xxxx	\$xxxx	\$xxxx	\$xxxx	\$xxxx
Fixed Fee	\$xxxx	\$xxxx	\$xxxx	\$xxxx	\$xxxx
Total Price	\$xxxx	\$xxxx	\$xxxx	\$xxxx	\$xxxx

- (b) Exhibit B - Labor: The offeror's SOW is intended for defining the work scope. Direct Labor shall be supported by a matrix identifying labor categories, hours proposed, hourly rate and cost on a per-task and total project basis.
- (c) Exhibit C - Indirect Rates: This Exhibit will contain the major base and pool expense groupings (for indirects such as fringe, overhead, and G&A) by line item and dollar amount. This Exhibit shall be prepared for the offeror's most recently completed Fiscal Year, the current Fiscal Year, and the estimate for the next Fiscal Year. The offeror shall state at the bottom of the exhibit the inclusive dates of their Fiscal Year. The Offeror may substitute a Government approved written indirect rate agreement if such agreement contains rates that cover the period of performance.
- (d) Exhibit D - Travel/Materials/Other: This Exhibit shall contain itemized listings and justifications for any other direct costs such as travel, freight, materials, etc. **Travel** shall be supported by a matrix identifying number of trips, locations to be visited, number of persons traveling, transportation cost, per diem cost, and total cost. **Expendable Materials** must be supported by identifying the materials/clothing to be consumed, the unit cost and the number of units to be used, and total costs. **Other**

Direct Costs such as printing/ reproduction/freight/postage cost may be identified as a flat amount on a per-task basis.

The contractor shall identify the basis of each of the costs (i.e., quotes, catalog prices, prior purchase orders, etc).

- (e) Exhibit E - Property: This exhibit shall detail the property to be purchased or furnished. **Equipment** must be supported by identifying the item(s), the unit cost, and the total cost and/or usage rate per item. If your proposal is based on the use of Government furnished property (GFP), provide a list of those items on this exhibit and show how their use increases or decreases the cost of the proposed work, also state how the property is being acquired, from whom and how it will be used during this contract.
- (f) Exhibit F - Subcontracts: This exhibit shall detail all subcontract and consultant costs. **Subcontracts/Consultants** must be supported in the same level of detail as the base contract, on a task-by-task and total basis.

Consultants: If the offeror proposes the use of named consultants, provide the following:

- (1) Resume.
- (2) Details regarding the proposed rate and its reasonability, and justification for selecting the consultant.

Should the offeror be selected by the DOE for further negotiations, additional details for proposed consultant will be requested. These include, but need not be submitted at this time:

- (1) Details of what cost elements are included in the rate, and what costs would be charged over and above the rate.
- (2) A signed statement from the consultant that the proposed rate is a "Most Favored Customer Rate," or the reason it was not offered.
- (3) A rate comparison from the offeror which details that the rate proposed is comparable to the rates of other consultants doing similar types of work.
- (4) The offeror shall prepare a technical evaluation of the need to employ a consultant, which shall include the consultant's technical ability to perform the desired work, along with a statement to the effect that in-house resources are unavailable for performance of the effort.
- (5) A signed consulting agreement.
- (6) Invoices (5) substantiating the proposed rate and confirmation of payment.

2. Preparation of Section Two - Mandatory Exhibits for Optional Task 5:

- (a) The offeror shall provide the same information for Optional Task 5 as that requested above for the Base Program.

3. Preparation of Section Three, Additional Information.

- (a) Estimating Procedure. Include a discussion of the rationale used in estimating the various cost elements. For effective negotiations, it is essential that there be a clear understanding of:
 - (1) The existing verifiable data ;

(2) The judgmental factors applied in projecting from known data to the estimate for each Phase;

(3) The contingencies used by the offeror in the proposed costs for each Phase;

(b) Audit and Contract Administrative Cognizance.

Provide the name, address, and phone number of the Government audit office and contract administrative office for the offeror and any proposed Prime Participants or subcontractors on each Contract Pricing Proposal Cover Sheet (Block 9A and 9B).

A. Format and Content. Volume III - Cost Proposal shall consist of the offeror's estimated costs to perform the desired work as set forth in the SOW. Since the Cost Proposal shall be 1) evaluated to determine cost realism and the offeror's understanding of the magnitude of effort and 2) used as the basis for any necessary cost negotiation, the Cost Proposal shall be accurate, complete, and well documented.

L.24 952.227-84 NOTICE OF RIGHT TO REQUEST PATENT WAIVER. (FEB 1998)

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation, in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic nonprofit organizations normally will receive the patent rights clause at DEAR 952.227-11 which permits the contractor to retain title to such inventions, except under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small businesses and nonprofit organizations normally need not request a waiver. See the patent rights clause in the draft contract in this solicitation. See DOE's patent waiver regulations at 10 CFR part 784.

L.25 INFORMATION OF AWARD (NOV 1997)

Written notice to unsuccessful offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated acquisitions.

L.26 DISPOSITION OF SOLICITATION MATERIALS AND PROPOSALS (FEB 1998)

Drawings, specifications, and other documents supplied with the solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

Offeror's Proposals will not be returned (except for timely withdrawals).

L.27 52.233-2 SERVICE OF PROTEST. (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.28 952.233-2 SERVICE OF PROTEST. (APR 1995)

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585 Fax: (202) 586-4546.

L.29 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY. (SEP 1996)

(a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing Section 1065 of Public Law 103-355. Such request must be in writing and addressed to the contracting officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

L.30 952.233-5 AGENCY PROTEST REVIEW. (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL (MAR 1998)

Proposals will be evaluated in accordance with applicable DOE acquisition policies and procedures. Evaluation will be performed to determine the offeror's understanding of work to be performed, technical approach, potential for completing the work as specified in the solicitation, cost reasonableness, the probable cost to the Government, and ranking with competing offerors.

Award will be made to that responsible offeror(s), whose offer(s), conforming to this solicitation, is (are) considered most advantageous to the Government, considering the Evaluation Criteria in this Section M.

M.2 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA (NOV 1997)

The technical proposal is of greater importance than the cost proposal. However, if, after evaluation of the technical and cost proposals, two or more competing overall proposals are within the competitive range, evaluated probable cost to the Government may be the deciding factor for selection, depending on whether the most acceptable overall proposal (excluding cost consideration) is determined to be worth the cost differential, if any. The offer and other documents proposal is to be evaluated for adequacy and compliance with the solicitation.

M.3 EVALUATION CRITERIA (MAY 1999)

A. Technical Criteria

Technical aspects of proposals will be evaluated in accordance with the following criteria, which are listed in descending order of importance.

1. Merit of the Technology (35 percent)

Soundness and completeness of the offeror's discussion of the principles and theory of operation of the proposed technology. Adherence to the requirements specified in the SOW, including provisions for meeting the end-user-specified performance specifications for surface and airborne measurements, and reasonableness of schedule.

Extent of the proposed technology's benefit (e.g., sensitivity, accuracy, stability, and repeatability), cost savings, and/or increased safety over alternatives. Ability of the proposed monitor(s) to maintain the required sensitivity/accuracy between calibrations.

Extent of prior development of the technology aimed at measuring beryllium concentrations (or other measurement applications **very** similar in nature) in air and/or on surfaces; and, prior demonstrated success(es) in making measurements of actual airborne and/or surface beryllium samples at or near the sensitivities required.

2. Technical Approach and Understanding of the Problem (25 percent)

Soundness, completeness, and quality of the offeror's overall technical approach for designing, fabricating, calibrating, and field testing the real-time beryllium monitor, including identification of relevant technical, regulatory, environmental, economic, production, or other significant issues.

Reasonableness and completeness of: preliminary work breakdown structure (i.e., how the offeror will carry out the work outlined in the Government-generated statement of work); proposed labor hours, labor categories, travel, consultants, subcontractors and staffing plan; and, schedule and the milestones for proposed work.

Extent of knowledge and understanding of the problem, as evidenced by the soundness and quality of the proposed solution; and extent of experience and knowledge of state-of-the-art technologies.

Depth of specific technical knowledge and understanding of various techniques for making surface and airborne measurements, including state-of-the-art methods for characterizing contamination such as beryllium. Degree of familiarity with industrial hygiene theory and practice as it relates to operational and safety requirements during decontamination and decommissioning activities at former DOE nuclear-weapons complex sites.

3. Past Experience and Performance (25 percent)

NOTE: All criteria below apply to the offeror and any subcontractors or consultants.

Extent of relevant technical and management experience, and prior performance in managing and executing projects of a similar type, technology, size, and/or complexity.

Degree of experience and performance record of the offeror in successfully performing and completing monitor development and testing campaigns and/or contracts of comparable complexity and scope as addressed in the SOW.

Extent of relevant experience in dealing with problems/specific barriers associated with providing similar services, and ability to manage work with complex interfaces, multiple subcontractors and multiple organizations.

4. Commitment, Personnel, and Facilities (15 percent)

NOTE: All criteria below apply to the offeror and any subcontractors or consultants.

Commitment to develop and demonstrate its innovative/improved technology. Reasonableness of offeror's organizational motivation for being involved in the proposed effort including plans and commitment to further commercialize and deploy the proposed technology.

The extent and relevance of the technical and managerial qualifications and experience (both individual and as a team-member). The overall knowledge and experience of key personnel as evidenced by quality and applicability of their resumes, as well as the availability of these key personnel to fulfill their part in the proposed effort.

Soundness of proposed project organization structure and the lines of authority, both technical and administrative, and the relationship to the proposed effort. Reasonableness of the offeror's system for project management and tracking and managing the work in progress.

Availability, suitability, ownership, and location of the facilities and equipment proposed for this effort.

B. Cost Criteria.

The cost proposal will not be point scored, assigned a numerical weight, or adjectivally rated. The cost proposal will be evaluated in accordance with the following criteria, which are of equal weight:

1. Reasonableness and appropriateness of cost.
2. Evaluated probable cost to the Government including any options.

Selection of an offeror for award may involve a determination as to whether an otherwise technically superior proposal is worth any additional cost.

M.5 PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (DEC 1998)

Pursuant to FAR 52.219-23 (b)(1), a price evaluation adjustment factor in the amount of 10% shall be added to the price of all offers that are not small disadvantaged business concerns.